

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, January 27, 2009
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 -- FAX 803-785-8101

***Times are tentatively scheduled committee meetings that may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes.**

1:30 p.m. - 1:35 p.m. - Economic Development

- (1) Approval of Minutes - Meeting of December 09, 2008 **A**
- (2) Old Business/New Business
- (3) Adjournment

1:35 p.m. - 1:40 p.m. - Planning & Administration

- (1) Approval of Minutes - Meeting of December 09, 2008 **B**
- (2) Old Business/New Business - Land Use Growth
- (3) Adjournment

1:40 p.m. - 1:45 p.m. - Justice

- (1) Approval of Minutes - Meeting of December 09, 2008 **C**
- (2) Old Business/New Business
- (3) Adjournment

1:45 p.m. - 2:10 p.m. - Health & Human Services

- (1) Burton Center - Designation for Burton Center to Obtain Funds to Transport Persons with Disabilities and Special Needs Through the State Mass Transit Assistance Program **D**
- (2) Emergency Operations Center Enhancement Grant Award (Goals 1,2,3) - Public Safety/Homeland Security - Bruce Rucker, Director of Public Safety and Homeland Security **E**
- (3) Presentation of Animal Services Website (Goal 1)
- (4) Approval of Minutes - Meeting of December 09, 2008 **F**
- (5) Old Business/New Business
- (6) Adjournment

2:10 p.m. - 3:20 p.m. - Public Works

- (1) 2009 State Match Resurfacing (Goal 3) - Public Works - John Fechtel, Director **G**
- (2) Alternate Paving Program Update - Public Works - John Fechtel, Director **H**
- (3) Norfolk Southern Railroad Agreement - Dogwood Road - Public Works - John Fechtel, Director **I**
- (4) Town of Springdale "C" Fund Request - Public Works - John Fechtel, Director **J**

- (5) NPDES Annual Report - Public Works - Synithia Williams, Environmental Coordinator **K**
- (6) Approval of Minutes - Meeting of December 09, 2008 **L**
- (7) Old Business/New Business – Traffic Congestion
- (8) Adjournment

3:20 p.m. - 3:25 p.m. - Airport

- (1) Approval of Minutes - Meeting of December 09, 2008 **M**
- (2) Old Business/New Business
- (3) Adjournment

3:25 p.m. - 3:55 p.m. - Solid Waste

- (1) Approval of New County Recycling Logo (Goal 1) - Solid Waste Management - Dave Eger, Director..... **N**
- (2) Discussion - Tire Disposal Program (Goal 2) - Solid Waste Management - Dave Eger, Director **O**
- (3) Approval of Minutes - Meeting of December 09, 2008 **P**
- (4) Old Business/New Business
- (5) Adjournment

3:55 p.m. - 4:15 p.m. - Committee of the Whole

- (1) County of Lexington Wrecker Regulations (Public and County-Owned Vehicles) (Goal 1) - Joe Mergo, Deputy County Administrator **Q**
- (2) Approval of Minutes - Meeting of December 09, 2008 **R**
- (3) Old Business/New Business - Dress Code
- (4) Adjournment

Economic Development

S. Davis, Chairman
B. Banning, Sr., V Chairman
J. Kinard
J. Jeffcoat
T. Cullum
D. Summers

Justice

B. Banning, Sr., Chairman
J. Kinard, V Chairman
S. Davis
B. Keisler
D. Summers

Public Works

D. Summers, Chairman
T. Cullum, V Chairman
B. Keisler
J. Carrigg, Jr.

Solid Waste

J. Kinard, Chairman
B. Keisler, V Chairman
S. Davis
J. Jeffcoat
D. Summers

Planning & Administration

J. Jeffcoat, Chairman
S. Davis, V Chairman
J. Carrigg, Jr.
B. Banning, Sr.
D. Summers

Health & Human Services

J. Carrigg, Jr., Chairman
J. Jeffcoat, V Chairman
B. Keisler
B. Banning, Sr.
D. Summers

Airport

T. Cullum, Chairman
J. Carrigg, Jr., V Chairman
J. Kinard
D. Summers

Committee of the Whole

D. Summers, Chairman
J. Kinard, V Chairman
B. Derrick
S. Davis
B. Keisler
J. Jeffcoat
J. Carrigg, Jr.
B. Banning, Sr.
T. Cullum

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, January 27, 2009
Second Floor - Dorothy K. Black Council Chambers - County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072
Telephone - 803-785-8103 FAX - 803-785-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation
Pledge of Allegiance

Presentation of the 911 Sculpture Painting Presented by Artist Randall Hammond

Chairman's Report

Administrator's Report

(1) Employee of the Fourth Quarter 2008

Employee Recognition - Katherine Hubbard, County Administrator

Appointments S

Bids/Purchases/RFPs

(1) Janitorial Supplies - Term Contract - Central Stores **T**

(2) Panasonic Laptops and Accessories - Sheriff's Department..... **U**

(3) Request for Approval to Utilize the Competitive Sealed Proposal Process for Woodgrinder
Services **V**

Approval of Minutes - Meeting of December 09, 2008 W

Zoning Amendment

(1) Zoning Map Amendment M09-01 - 2468 N. Lake Drive, Columbia, SC 29212 - 1st Reading **X**

Ordinances

(1) Ordinance 08-16 – An Ordinance to Amend the Lexington County Code of Ordinances,
Chapter 14, Building and Building Regulations; by Adding a New Article Therein for the
Purpose of Establishing Regulations and Requirements Related to Smoking in Retail Food
Establishments in the Unincorporated Areas of Lexington County - 2nd Reading **Y**

(2) Ordinance 08-18 - An Ordinance Amending Section 46-1 of the Lexington County
Ordinance in Regards to Disposal of County-Owned Real Property - 3rd and Final Reading **Z**

(3) Ordinance 09-01 - An Ordinance Amending the Lexington County Landscape Ordinance - 1 st Reading.....	1
(4) Ordinance 09-02 - An Ordinance Approving the Conveyance of Real Estate From the County of Lexington to John J. Miller - 2 nd Reading.....	2
(5) Ordinance 09-03 - An Ordinance to Amend the Lexington County Wrecker and Towing Services Ordinance - 2 nd Reading	3

Committee Reports

Health & Human Services, J. Carrigg, Jr., Chairman

- (1) Emergency Operations Center Enhancement Grant Award - **Tab E**

Public Works, D. Summers, Chairman

- (1) 2009 State Match Resurfacing - **Tab G**
- (2) Town of Springdale “C” Fund Request - **Tab J**
- (3) NPDES Annual Report - **Tab K**

Solid Waste, J. Kinard, Chairman

- (1) Approval of New County Recycling Logo - **Tab N**

Budget Amendment Resolutions

6:00 P.M. - Public Hearings

(1) Ordinance 09-01 - An Ordinance Amending the Lexington County Landscape Ordinance - Tab 1	
(2) Zoning Text Amendment T08-12 (Article 12 - Administration, Chapter 3 - Amendments, Section 123.13).....	4

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

GOALS

- 1. Provide for public services to citizens of Lexington County.**
- 2. Manage growth to meet needs of Lexington County.**
- 3. Provide innovative Financial Management.**

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.

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Burton center

...for disabilities and special needs

PO Box 3004
Greenwood SC 29648
864-942-8900

January 15, 2008

Mr. William C. Derrick, Chairman
Lexington County Council
212 S. Lake Dr.
Lexington, SC 29072-3437

Dear Mr. Derrick:

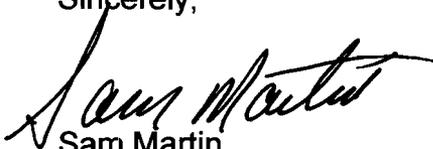
Burton Center is applying for a FTA grant to the South Carolina Department of Mass Transit for assistance in purchasing a 15-passenger bus. This bus will be used to transport individuals with disabilities and special needs to our day program, workshops, church, shopping, medical appointments, recreational activities, and etc. This bus will also be made available to other agencies when it is not in use by Burton Center.

Please have the enclosed resolution signed at your next scheduled meeting and return to my attention.

Burton Center appreciates the support the Lexington County Council gives to our agency as we provide services to people with Disabilities and Special Needs.

If you have any questions, please call 942-8927.

Sincerely,



Sam Martin
Director of Procurement

SM/tew
enclosure



**PROPOSAL FORM E: LOCAL GOVERNMENT
RESOLUTION
2009-2010 FTA SECTION 5310**

The Lexington County Council wherewith designates
(Name of Local Elected Body)

Burton Center for Disabilities and Special Needs
(Applicant)

as an entity in Lexington County
(Geographical Area)

to provide transportation to the Elderly or Persons with Disabilities
(Elderly or Persons with Disabilities)

We further state that the applicant is one of the providers in this geographic area that is or will be providing transportation to particular sectors of the elderly and/or persons with disabilities.

Approved and Adopted:

This _____ day of _____, 2009

Attest:

Chief Elected Official Signature

Typed Name of Chief Elected Official

Typed Title of Official



County of Lexington

Department of Public Safety

212 South Lake Drive Lexington, South Carolina 29072

TO: DIANA BURNETT
CLERK TO COUNTY COUNCIL

FROM: CHIEF BRUCE E. RUCKER
DIRECTOR OF PUBLIC SAFETY/EMERGENCY MANAGEMENT

DATE: JANUARY 21, 2009

REF: EMERGENCY OPERATIONS CENTER ENHANCEMENT

Lexington County Emergency Management Division has been awarded \$1,000,000 that was allocated through an EOC Grant allocated from the South Carolina Law Enforcement Division (SLED).

We respectfully request to put the approval of this award to Council and have it brought out at the January 27, 2009 County Council meeting.

Thank you for your attention to this matter.

COUNTY OF LEXINGTON
911 COMMUNICATIONS CENTER/EOC
Annual Budget
Fiscal Year - 2008-09

Object Code	Revenue Account Title	Actual 2006-07	Received Thru June 2007-08	Amended Budget Thru June 2007-08	Projected Revenues Thru Jun 2007-08	Requested 2008-09	Approved 2008-09
* 911 Communications Center/EOC 4507:							
Revenues:							
457000	Federal Grant Income	0	0	0	0	1,000,000	1,000,000
461000	Investment Interest	0	21,125	21,125	21,125	0	0
801000	Op Trn From General Fund	0	1,764,500	1,764,500	1,764,500	0	0
** Total Revenue		<u>0</u>	<u>1,785,625</u>	<u>1,785,625</u>	<u>1,785,625</u>	<u>1,000,000</u>	<u>1,000,000</u>
***Total Appropriation					1,764,500	1,021,125	1,021,125
FUND BALANCE							
Beginning of Year					<u>0</u>	<u>21,125</u>	<u>21,125</u>
FUND BALANCE - Projected							
End of Year					<u><u>21,125</u></u>	<u><u>0</u></u>	<u><u>0</u></u>

Fund 4507
Division: Public Safety
Organization: 131300 - Communications

		BUDGET					
Object Code	Expenditure Classification	2006-07 Expend	2007-08 Expend (June)	2007-08 Budgeted (June)	2008-09 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
* Total Personnel		0	0	0	0	0	0
Operating Expenses							
529903	Contingency	0	0	0	21,125	21,125	21,125
* Total Operating		0	0	0	21,125	21,125	21,125
** Total Personnel & Operating		0	0	0	21,125	21,125	21,125
Capital							
5A8458	911 Center - Construction	0	0	1,514,500	0	0	0
5A8459	911 Center - Arch. & Engineering	0	29,095	250,000	0	0	0
** Total Capital		0	29,095	1,764,500	0	0	0
*** Total Budget Appropriation		0	29,095	1,764,500	21,125	21,125	21,125

COUNTY OF LEXINGTON
911 COMMUNICATIONS CENTER/EOC
Annual Budget
Fiscal Year - 2008-09

Fund 4507
Division: Public Safety
Organization: 131101 - Emeergency Preparedness

Object Code	Expenditure Classification	<i>BUDGET</i>				
		2006-07 Expend	2007-08 Expend (June)	2007-08 Budgeted (June)	2008-09 Requested	2008-09 Recommend
Personnel						
	* Total Personnel	0	0	0	0	0
Operating Expenses						
	* Total Operating	0	0	0	0	0
	** Total Personnel & Operating	0	0	0	0	0
Capital						
5A8458	911 Center - Construction	0	0	0	1,000,000	1,000,000
5A8459	911 Center - Arch. & Engineering	0	0	0	0	0
	** Total Capital	0	0	0	1,000,000	1,000,000
	*** Total Budget Appropriation	0	0	0	1,000,000	1,000,000

SOUTH CAROLINA LAW ENFORCEMENT DIVISION

MARK SANFORD
Governor



October 28, 2008

REGINALD I. LLOYD
Director



Mr. Joe Mergo III
Lexington County
212 South Lake Drive
Lexington, South Carolina 29072

RE: Fiscal Year 2008 Emergency Operations Center Grant Program
Grant Number: 8EOC01
Project Name: Emergency Operations Center Enhancement \$1,000,000.00
Total Amount of Award: \$1,000,000.00

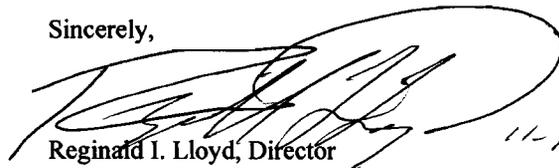
Dear Mr. Mergo:

We are pleased to provide you with the original and one copy of the grant award approved by this office in the amount of \$1,000,000.00. This award will be effective upon **final approval** of the grant application budget and program narrative. Final approval of the grant application will be sent to you in the form of a Grant Adjustment Notice. **No funds are to be obligated or expended until receipt of the Grant Adjustment Notice.** In order to accept this award, it is necessary that the Official Authorized to Sign return the original grant award with an original signature no later than **November 28, 2008**. The signed original should be sent to the following address:

South Carolina Law Enforcement Division
Office of Homeland Security
Post Office Box 21398
Columbia, South Carolina 29221-1398

As a reminder, the Request for Payment/Quarterly Fiscal Report is due within 30 days of the end of every calendar quarter. The **final** Request for Payment/Quarterly Fiscal Report is due 45 days after the end of the grant period. Semi-annual Progress Reports are due within 30 days after the end of the reporting period, until the expiration of the grant.

Sincerely,


Reginald I. Lloyd, Director
South Carolina Law Enforcement Division
11-19-08

Enclosure



An Accredited Law Enforcement Agency
P.O. Box 21398 / Columbia, South Carolina 29221-1398 / (803) 737-9000 / Fax (803) 896-7041

SOUTH CAROLINA LAW ENFORCEMENT DIVISION
OFFICE OF HOMELAND SECURITY
POST OFFICE BOX 21398
COLUMBIA, SOUTH CAROLINA 29221-1398

GRANT AWARD

Subgrantee: Lexington County

Project Title(s): Emergency Operations Center Enhancement

Grant Period: 11/01/08-11/30/09 **Date of Award:** 10/28/2008

Total Amount of Award: \$1,000,000.00 **Grant Number:** 8EOC01

In accordance with the provisions of Federal Fiscal Year 2008 Emergency Operations Center Grant Program, the South Carolina Law Enforcement Division (SLED) hereby awards to the foregoing Subgrantee a grant in the amount shown above. The CFDA number is 97.001 and SLED's federal grant number is 2008-EO-T8-0011.

Payment of Funds: The original signed copy of this Award must be signed by the *Official Authorized to Sign* in the space below and returned to SLED **no later than November 28, 2008**. The grant shall be effective upon return of this form and final approval by SLED of the grant budget and program narrative. Final approval of the grant application will be sent in the form of a Grant Adjustment Notice. **No funds are to be obligated or expended until receipt of the Grant Adjustment Notice.** Grant funds will be disbursed to subgrantees (according to the approved project budget and narrative) upon clearance of special conditions and receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subgrantee; and that all agencies involved with this project understand that all federal funds are limited to the specified performance period.

Supplantation: The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through SLED shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign


Signature of SLED Agency Director

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY SLED OF THE SUBGRANTEE'S GRANT PROGRAM BUDGET AND NARRATIVE.

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: January 15, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fachtel, Public Works Director
Assistant County Administrator

RE: 2009 State Match Resurfacing

Attached is a letter from SCDOT stating they are prepared to bid these roads in February. They have revised their budget estimate and indicate the cost to be \$855,185.00; with a 5% contingency, this is a total estimate of \$897,944.25. Our prior approval of the match was \$424,000.00 from SCDOT and \$424,000.00 from the County, for a total of \$848,000.00. SCDOT indicates that they will not increase their share but wants the County to increase ours to \$473,944.25 or \$49,944.25 in addition to our \$424,000.00.

Based on SCDOT's statement that they are not willing to increase their initial share, I do not recommend we increase ours. They have requested an answer by January 30th. Due to this time line, we need to put it on the Public Works Committee agenda on January 27 and report out that afternoon.

Attachment



South Carolina
Department of Transportation

January 13, 2009

2009 State Match Resurfacing C Pin 38005
Lexington County

Mr. William C. "Billy" Derrick
Lexington County Council
212 South Lake Drive
Lexington, South Carolina 29072

Dear Mr. Derrick:

I am writing to inform you of the status for the above referenced project which is scheduled for a February 2009 construction letting. The proposed project scope of pin 38005 is the resurfacing of S-138 (Hartley St), S-139 (13th St), S-180 (Walter Price), S-180 (8th St), S-313 (N Brown), S-317 (Middleton St), S-360 (Laurie St), S-367 (Fox St), S-470 (Armory St), S-715 (Epting Camp), S-740 (Apple St), S-756 (Lown Dr), and S-1803 (Overland Dr) for a total of 4.51 miles.

This resurfacing project is part of South Carolina Department of Transportation's (SCDOT) 2009 State Match Program. Lexington County has committed to match the offered amount of \$424,000. The recent estimate for this project is \$855,185.00. The total estimated cost to complete, including 5% contingencies, is approximately \$897,944.25. Since this is a match project, the SCDOT's maximum portion would be \$424,000. The remaining \$473,944.25 would be the responsibility of Lexington County.

Please advise if you have any concerns with moving forward with this project. It is the Department's policy to award construction contracts when the lowest qualified bid is within ten percent of the engineer's estimate. Unless notification is received prior to January 30, 2009, Lexington County will be required to allocate the necessary funds necessary to complete the project. Please keep in mind that these figures are based on recent construction trends. I will notify you of the actual bids received and of any payment due.

I would like to thank you for your continued dedication to the transportation needs in Lexington County. As always, you may reach me at (803) 737-1365 if you need any additional information.

Sincerely,

Julie P. Barker, P.E.
Midlands "C" Project Manager

JPB: pcm

- cc: John Fechtel, Lexington County Director of Public Works ✓
- Thad Brunson, District Engineering Administrator, District One
- Bryan Jones, District Construction Engineer, District One
- Jack Craft, Resident Maintenance Engineer, Lexington County

File: PC/JPB

RECEIVED

JAN 14 2008

LEXINGTON COUNTY
ENGINEERING DEPARTMENT





COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: January 16, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fecht, Public Works Director
Assistant County Administrator

RE: Alternate Paving Program Update

Attached is an update on our Alternate Paving Program and our "C" Fund Paving Program which includes alternative paving methods. Besides reduced widths as determined by the Engineering staff on a case by case basis, we are bidding these projects in various ways depending on circumstances. Paving is being bid as triple treatment as an alternate to hot laid asphalt to compare pricing. Additionally, we are bidding as base materials the following: sand clay, crusher run, recycled concrete, and soil cement (all to SCDOT standards). In certain circumstances, some of these alternates may not be feasible. To date, several projects are currently under construction while three projects have been completed without outside contractors.

We also included the budgeted amounts and actual material costs. The three roads completed were paved with hot laid asphalt due to seasonal requirements. In February we will bid out triple treatment with hot laid as an alternative on the roads we are doing so that we can establish the cost difference. We are preparing roads and placing base material so that by the end of March we can compact and shape them in preparation of paving.

There has been discussion of right-of-way requirements as is pertains to paving these roads. In some cases when we have high maintenance costs and the road will not have a high traffic volume we may recommend paving the road if right-of-way cannot be obtained. We are sending out the letters for right-of-way and then evaluating the project after that time. We have three roads with right-of-way issues and we are sending out certified letters requesting a response within 30-days. After the 30-days, we will provide Council with an update on the results and present a recommendation on whether or not to pave. Over the years right-of-way acquisition has typically taken a long time and is a major reason for delay. We should be cautious in paving roads without right-of-way or it will get even harder to acquire.

Public Works is diligently working on completion of these roads while at the same time trying to handle our daily workloads. We do feel that triple treatment roads will save money however, with the number of roads we are trying to pave plus seasonal requirements on this type of paving, we will realize a mix on the type of asphalt used.

Attachment

MAINTENANCE PAVING PROGRAM STATUS

<u>C. D.</u>	<u>ROAD NAME</u>	<u>Length</u>	<u>STATUS</u>	<u>BUDGET AMOUNT</u>	<u>ACTUAL COST</u>
2	Heidelberg Drive	0.33	COMPLETE	\$80,150	\$54,924
3	Point Drive, 1	0.10	Under construction.	\$10,000	
6	Artic Court	0.21	Under construction.	\$66,211	
1	Old Charleston Rd, 1, from Pelion Rd to Fish Hatchery	0.50	Design in progress. No ROW required.	\$121,440	
2	Naomi drive, 1	0.20	Design in progress. No ROW required.	\$40,128	
6	Greenbriar Drive	0.39	ROW sent 12/18/08, 13 yes, 1 outstanding. Construction scheduled for March 2009.	\$94,723	
8	Westwood Circle	0.18	To perform soil cement and construction in spring '09.	\$36,115	
9	Glenn Street, 1	0.35	Survey and design required.	\$70,224	
1	Fox Trot Trail, from Windywood Rd easterly to dead end	0.50	Survey and design required.	\$100,320	
6	Flamingo Road	0.44	ON HOLD: Right-of way issues.	\$80,561	
7	Steward Drive, 1	0.10	ON HOLD: Right-of way issues.	\$10,000	
4	Three Chop Run	0.20	ON HOLD: Right-of way issues.	\$40,128	
				TOTAL	\$750,000
					\$54,924

Note: Triple Treatment with Hot Mix Asphalt as alternate option to be bid out in mid-March and will be used for all roads as applicable.

C-FUND ROAD PAVING STATUS

<u>C. D.</u>	<u>ROAD NAME</u>	<u>Length</u>	<u>STATUS</u>	<u>Requested Funds</u>	<u>ACTUAL COST</u>
1	Shannon Street	0.15	COMPLETE, using reduced pavement width.	\$26,960	\$15,661
5	Pleasant Court	0.22	COMPLETE, using reduced pavement width.	\$50,000	\$36,101
9	Backman Drive	0.36	ON HOLD due to railroad agreement, proposed reduced pavement width.	\$40,000	
5	Jayne Lane	0.11	Stormwater review in progress, proposed reduced pavement width.	\$50,000	
5	Dogwood Road	0.80	Railroad agreement to be presented to Council for approval. Est. bid letting in June 2009.	\$600,000	
1	Jim Rucker Road	2.45	Bid opening 1-20-09.	\$1,035,750	
1	Pelion Road	1.43	SCDOT Bid letting scheduled for March 2009.	\$2,610,119	
2	Elbert Taylor Road, 2	1.00	Approximately 1 mile to be paved using "Alternative Paving Program".	\$150,000	
3	Payne Lane	0.32	Stormwater review in progress. Bid letting to be scheduled upon approval by Stormwater.	\$230,000	
1	Martin Neese Road	0.25	Construction funding is dependent upon above project costs.	\$200,000	



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: January 16, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fachtel, Public Works Director
Assistant County Administrator

RE: Norfolk Southern Railroad Agreement – Dogwood Road

Attached is an agreement with Norfolk Southern Railway Company necessary for the paving of Dogwood Road. This agreement has been in process for several years and is now prepared for signatures. It has also been approved by the County Attorney. Once it is completed, the project will be permitted and then bid out. We have \$600,000.00 budgeted for this project.

I recommend the Public Works Committee review this agreement and report its findings to the full council at the next scheduled meeting.

Attachment

THIS AGREEMENT, made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled "Railway;" and

LEXINGTON COUNTY, a South Carolina government entity, hereinafter styled "Permittee"

WITNESSETH: THAT

WHEREAS, Permittee, at its own cost and expense, is making improvements (hereinafter called "Roadway Improvements") to an existing public parallel roadway known as Dogwood Road, hereinafter called "Public Roadway," upon and along, at grade, the right of way or property and track (whether more than one track) of Railway, between Milepost C-117.18 and Milepost C-117.47, and widening and improving the public crossing of Dogwood Road, hereinafter called "Public Crossing," upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, located at Milepost C-117.47, at or near **SOUTH CONGAREE, Lexington County, South Carolina**, located substantially as shown upon print of Drawing marked Exhibit A, dated September 22, 2004, attached hereto and made a part of this Agreement; and

WHEREAS, Permittee has requested Railway to perform certain work in connection with the construction and/or improvement of the Public Crossing, all of which Railway is willing to do, but upon the terms and conditions hereinafter expressed and contained;

NOW THEREFORE, the PARTIES HERETO agree as follows:

1. Railway, to the extent that its title enables it so to do, and without warranty, hereby grants unto Permittee the right (a) to perform the Roadway Improvements, including all necessary slope grading, curb and gutter and drainage improvements, in all respects in accordance with the requirements of Railway looking to the safe and convenient operation and maintenance of its line of railway, and (b) to widen and improve and use the Public Crossing, upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, at the aforescribed location.

2. Railway will, for the accommodation of and at the expense of Permittee, perform the work of widening and improving the portion of the Public Crossing between the rails in said track and to the outside ends of the crossies on each side thereof and revise, relocate and reconstruct signal facilities and other railway facilities in such manner as may be necessary to this project, all in accordance with plans, specifications and estimates prepared by Railway; said plans, specifications and estimates being made a part hereof by reference. Permittee will pay to Railway, promptly upon bill rendered therefor, the actual cost of all work performed by Railway in connection with the widening and improvement of the Public Crossing, including but not limited to the expenditures herein expressly described. The cost of said work to be performed by Railway in connection with the Public Crossing has been estimated to be \$28,567; said estimate being attached hereto as Exhibit B, dated October 14, 2004, and made a part hereof.

3. Railway hereby reserves the right to continue to maintain, repair, renew and operate its railway and appurtenances across the Public Crossing, and to construct such additional tracks and other railway facilities on its right of way and across the Public Crossing, and to maintain, repair, renew and operate the same as in the judgment of Railway may be requisite; it being understood that if Railway elects or is required to construct any additional tracks or other structures or facilities thereon and shall find it necessary to disturb the Public Roadway and/or the Public Crossing or any portion located within the limits of said right of way in so doing, Permittee will, at Permittee's own cost and expense, but subject to the annual appropriation of monies to the extent required by law, and upon notice in writing so to do served

upon it by Railway, make such changes in the Public Roadway and Public Crossing as may be necessary to accommodate the work of Railway. Should the Permittee fail to make appropriations, the Permittee shall have no liability for the work set forth in this section.

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4. Permittee will, at its own expense, perform the Roadway Improvements and widen and improve the Public Crossing (except the portion of the Public Crossing to be constructed and/or improved by Railway as aforesaid), including all necessary grading and drainage. Upon completion of the widening and improvement of the Public Crossing, Permittee will maintain the same (except the portion thereof to be widened and improved by Railway as aforesaid), at its own expense, and in all respects in accordance with the requirements of Railway looking to the safe and convenient operation of its line of railway. The cost and expense of maintaining the Public Crossing shall be borne by such party as may be required to do so under the provisions of applicable law, as the same may be amended from time to time. All work performed under this Agreement shall be in accordance with "Special Provisions For Protection Of Railway Interest," marked Exhibit C, dated March 23, 2004, attached hereto and made a part hereof.

5. To the extent permitted under the laws of the State of South Carolina, Permittee agrees to assume complete responsibility for all loss, damage, liability or expense arising from injury or loss of life to any person or damage to any property for which the Permittee is determined to be legally liable while Permittee is engaged in the work of constructing and/or maintaining the Public Crossing across the property and track of Railway as hereinabove provided.

Comment [1]: Additional change made by County Attorney on 8-21-08
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Deleted: for which Permittee is determined to be legally liable

6. It is agreed that Railway shall be exempt from any and all charges or assessments of any kind or character on account of the location, construction and/or improvement or maintenance of the Public Roadway and the Public Crossing within the limits of the right of way or property of Railway, or on account of any other thing done or omitted to be done by Permittee in connection therewith.

7. If future highway traffic conditions require that the Public Crossing be protected by signaling devices, or require the separation of grades at the Public Crossing, Permittee will request that Railway, at no expense to Railway, install and maintain said signaling devices, or Permittee will, at no expense to Railway but subject to the annual appropriation of monies to the extent required by law, construct and maintain such grade separation structures as may be necessary, without contribution by Railway to the cost of said signaling devices or structures. Should the permittee fail to make appropriations, the permittee shall have no liability for the work set forth in this section.

8. Should the use of the Public Roadway and/or the Public Crossing be abandoned, then all rights hereby granted to Permittee shall thereupon cease and terminate and Permittee will, at its sole cost and in a manner satisfactory to Railway, remove the Public Roadway and the portion of the Public Crossing located within the limits of said right of way or property of Railway, and restore Railway's property and track to the condition existing prior to the construction and/or improvement or location of the Public Roadway and the Public Crossing within the limits of said right of way; provided Railway, at its option, may remove the Public Crossing within the track area and restore its property and track, and Permittee will, in such event, upon bill rendered therefor, pay to Railway the entire cost incurred by it in such removal and restoration.

9. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

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10. This Agreement shall take effect as of the _____ day of _____, 20_____.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the _____ day of _____, 20_____.

Witness:

**NORFOLK SOUTHERN RAILWAY
COMPANY**

By

As to Railway.

General Manager

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Witness:

LEXINGTON COUNTY

By

As to Permittee.

Title:

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NKS/Activity No. 1072896\manage #266993v2\12-1-04\Rev. 8-21-08

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COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: January 15, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fachtel, Public Works Director
Assistant County Administrator

RE: Town of Springdale "C" Fund Request

Attached is a letter from Springdale requesting \$36,250.00 for another phase of their pedestrian lighting project on Platt Springs Road. Last January (2008) they had requested and were approved \$36,250.00 and they are combining these two projects into one. This combined project will be bid out by SCDOT in a couple of months and SCDOT has requested the total local match (\$72,500.00). This will mean \$362,500.00 of lighting improvements for the Town.

In the past, we have funded local matches for these type of grants from our "C" Fund Special Projects budget and we have \$245,623.00 available. Since we already have budgeted \$36,250.00 last year, then we will have \$209,373.00 available for other projects if this is approved.

I recommend County Council approve this request for Springdale. Since SCDOT is requesting the funds before they bid the project, I request the Public Works Committee discuss this on January 27th and report out to County Council the same day.

Attachment

— *South Carolina* —
SPRINGDALE
—

*Town Hall • 2915 Platt Springs Road • Springdale, South Carolina 29170
Phone 803-794-0408 • Fax 803-791-0567
www.springdale.sc.com*

Mayor Pro-Tem
Gus Manos

Council
*Steve Hallman
Nancy S. Peters
J. Kevin Reeley
Juston Ricard
Jacob Wilkerson*

Mayor
Pat G. Smith

Administrator
Natalie A. McKelvey

January 6, 2009

Mr. John Fechtel
Public Works Director
County of Lexington Public Works Department
440 Ball Park Road
Lexington, SC 29072

Re: "C" Fund Request

Dear Mr. Fechtel,

I am writing this letter to request "C" funds for a funding match for Phase II of Springdale's pedestrian lighting project. In 2008, Lexington County approved the \$36,250 to cover the match for Phase I of the project. SCDOT has now combined the project into one project because Phase II is simply an extension of lighting to Phase I. Both projects will put out for bids by SCDOT in hopefully 60-90 days.

The Town of Springdale would greatly appreciate any funding assistance made available by Lexington County to meet the additional \$36,250.00 requirement. Without this match, Phase II will be nearly impossible to complete. As you know, the Federal Highway Administration will not close out the project unless the entity provides the required 20% match.

Please do not hesitate to contact Springdale Town Hall at the number listed above if you have any questions or require additional information. Your consideration concerning this matter is greatly appreciated.

Sincerely,

Natalie McKelvey
Town Administrator



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

M E M O R A N D U M

DATE: January 15, 2009
TO: John Fechtel, Director of Public Works
FROM: Synithia Williams, Lexington County Environmental Coordinator
RE: NPDES Annual Report

One of the requirements of the County's NPDES Stormwater Program is to submit an annual report to the SC Department of Health and Environmental Control (SCDHEC). The report can be submitted by using the Annual Report Form created by SCDHEC, in conjunction with the South Carolina Association of Stormwater Managers.

In accordance with the County's NPDES Certificate of Coverage, Lexington County's 2008 annual report is due on February 1, 2009. A copy of the 2008 annual report and supporting documents are attached with this memo. Exhibit A is the annual report for the Carolina Clear Program and outlines the activities of the Lexington Countywide Stormwater Consortium.

It is requested that the annual report be presented to the Public Works Committee for review and approval and reported out a full council for approval.

South Carolina Small Municipal Separate Storm Sewer Systems (SMS4s) Annual Report

Submit your Annual Report to: **South Carolina Department of Health and Environmental Control
Bureau of Water- Water Pollution Compliance Section
2600 Bull Street
Columbia, SC 29201-1708**

If you have further questions dealing with either Permitting or Compliance, please call (803) 898-4300.

Ownership Update

Permittee: COUNTY OF LEXINGTON

Program Name: LEXINGTON COUNTY MS4

Check here if you are reporting for more than one Program: (Prepare copies of this page as needed for each Program and attach to report.)

Permit Coverage Approval # SC SCR036304

Responsible Official Name: DEBBIE SUMMERS
Title: LEXINGTON COUNTY COUNCIL CHAIR
Mailing Address: 212 S. LAKE DRIVE LEXINGTON SC 29072
Telephone Number: 803-785-8103
E-mail address: dsummers@lex-co.com

Program Manager Name: JOHN FECHTEL
Title: PUBLIC WORKS DIRECTOR
Mailing Address: 440 BALL PARK RD LEXINGTON, SC 29072
Telephone Number: 803-785-8201
E-mail address: jjfechtel@lex-co.com

Ordinance Information: Insert your website address if the ordinance is posted online. If your ordinance is not posted on line, please submit a hard copy of ordinance with this report.

Hard copy attached website: www.lex-co.com/Departments/publicworks/stormwater

Authorized Signature and Certification

I certify under the penalty of law that this document and all attachments were prepared under my direction of supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Responsible Official Signature: _____ Date: _____

The responsible official may authorize another person or person occupying a specific position to sign and certify this report if the authorization is made in writing and if the written authorization is submitted to the Department. Please attach a copy of the authorization with this report, if appropriate.

Minimum Control Measures (MCMs)

The six minimum control measures that must be included in your Storm Water Management Plan

MCM #1

Public Education and Outreach on Storm Water Impacts (4.2.1) You must implement a public education program to distribute educational materials or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants in storm water runoff. Additional information can be obtained from the SCDHEC Storm Water Education Clearinghouse Web Site, <http://www.scdhec.net/water/ms4/index.html>.

A. Report the current stage of development of your education program. Mark one or more that most accurately reflects the current status of your education program as a whole:

- Not started Research Development Implementation

B. Which audiences have you targeted? Explain why that particular audience was selected. *Mark all that apply:*

- Residential:** Improper Disposal of Household Hazardous Waste Large Pet Population
 Tendency for Littering Over-Fertilizing Lawns Septic Tank Maintenance
 Leaking Sewer Line/Sanitary Sewer Overflow Reporting Procedures
 Other-Describe:

- Commercial:** Poor Outdoor Housekeeping Parking Lot Runoff
 Concern Related to Specific Business Type. Describe: CONSTRUCTION SITES

- Industrial:** Poor Outdoor Housekeeping Parking Lot Runoff
 Concern Related to Specific Business Type. Describe:

- Institutional:** Poor Outdoor Housekeeping Parking Lot Runoff
 Concern Related to Specific Business Type. Describe: K-12 Teachers & Students

Additional Target Audience: Public Elected and Appointed Officials/Agriculture/General Public

Why targeted? EACH GROUP HAS A UNIQUE IMPACT ON STORMWATER RUNOFF.

C. Which pollutant sources has your public education program targeted? *Mark all that apply:*

- Pet Waste Human Septic Waste Litter/Improper Disposal
 Household Hazardous Waste Parking Lot Runoff (Petroleum) Oils/Grease Sediment
 Industrial Waste Business/Commercial Waste/Byproducts Other, Name:

D. Describe your outreach strategy. Enter the number distributed/reached in the spaces provided:

	Number		Number
Brochures/ Newsletters	6	Utility Bill Inserts	
Workshop/ Seminars	2	Radio Ads	
Posters		Television Ads	
Newspaper Articles	10	Other: LCSC Meetings	11
Web site (estimated hits)	375 total	Other:	

E. Evaluate the success of this MCM:

Answer each question:

- a. Does your plan include measurable goals for this MCM? Yes No
- b. Did you meet the due date listed in your permit schedule for:
Full development of this MCM? Yes No (Year 1 Reporting only)
Full implementation of the MCM? Yes No
- c. Did you measure the program's success against the selected goals? Yes No
- d. Rank the program's success as determined by the evaluation: Successful Needs Improvement
- e. If your evaluation found the program needs improvement, explain why by marking all that apply:
- No goals were established
 - Goals were not established early enough in the program to provide guidance to staff
 - Unclear, immeasurable, or unrealistic goals
 - Insufficient funding
 - Insufficient staffing
 - 1st year report – program was under development
 - Other: Explain

MCM #2

Public Involvement / Participation (4.2.2) *You are required to comply with State, Tribal and local public notice requirements when implementing a public involvement/ participation program. You must document the program development process and the implementation of a storm water public education and outreach program.*

A. Indicate how the public was involved in the development and submittal of your Storm Water Management Program (SWMP). *Mark all that apply:*

- Council Meetings
- Public Hearing
- Advisory Panel
- Public Comments
- Public Concerns
- Other: (Describe) LCSC MEMBERSHIP

B. Which activities did the public participate in? *Mark all that apply:*

- Program Planning
- Stenciling
- Stream Cleanup
- City Sweep
- Monitoring
- Wetland Planting
- Re-Forestation
- Other: (Describe) RAIN GARDEN WORKSHOP

C. Describe at least one activity, the participant, and the participant’s demographic characteristics that took place during this reporting year. If none, explain why:

Participant:

Homeowners

Participant Demographic:

- Residential
- Commercial
- Industrial
- Institutional

Activity:

- Program Planning
- Stenciling
- Stream Cleanup
- Street Sweep
- Monitoring
- Wetland Planting
- Re-Forestation
- Other: (Describe) RAIN GARDEN WORKSHOP

D. Evaluate the success of this MCM:

Answer each question:

- a. Does your plan include measurable goals for this MCM? Yes No
- b. Did you meet the due date listed in your permit schedule for:
Full development of this MCM? Yes No (Year 1 Reporting Only)
Full implementation of the MCM? Yes No
- c. Did you measure the program’s success against the selected goals? Yes No
- d. Rank the program’s success as determined by the evaluation: Successful Needs Improvement
- e. If your evaluation found the program needs improvement, explain why by marking all that apply:
 - No goals were established
 - Goals were not established early enough in the program to provide guidance to staff
 - Unclear, immeasurable, or unrealistic goals
 - Insufficient funding
 - Insufficient staffing
 - 1st year report – program under development
 - Other: Explain

MCM #3

Illicit Discharge Detection and Elimination (4.2.3) *The permit requires each MS4 to develop, implement, and enforce a program to detect and eliminate illicit discharges as defined in South Carolina Water Pollution Control Permits Regulation 61-9 122.26(b)(2).*

A. Have you developed a program to detect and eliminate illicit discharge?

Yes No If "No" what is your target date?

Have you implemented a program to detect and eliminate illicit discharge?

Yes No If "No" what is your target date? 12/30/2009

Have you enforced a program to detect and eliminate illicit discharge?

Yes No If "No" what is your target date? 12/30/2009

B. Provide your most up-to-date storm sewer map. Hard copy attached: Yes No (Why)

C. Do you have a mechanism that prohibits illicit discharges? Yes No

D. Describe your procedures for locating priority areas. Rank all applicable procedures according to your prioritization schedule. Evaluations of: *(Click to the left of N/A and Press F1 for help.)*

- 5 Areas with older sanitary sewer lines. Name an area as an example:
- 6 Business concerns. Describe a concern as an example: Stormwater Hotspot areas
- 7 Commercial concerns. Describe a concern as an example: Large amount of construction sites
- 8 Industrial concerns. Describe a concern as an example. Industrial parks
- 1 TMDL Evaluation. Result:
- 2 Impaired Water Body. Name water body:
- 4 Citizen complaints. Give an example:
- 3 Wetlands/Critical Area, Public Beaches, Shellfish Beds, or other coastal concerns.
- N/A Other. Describe and/or give example:

E. Describe your procedures for tracing the source of illicit discharges.

- | | | | |
|---|--|--|---|
| <input checked="" type="checkbox"/> Areas with sanitary sewer lines: | <input checked="" type="checkbox"/> Dry weather outfall screenings | <input checked="" type="checkbox"/> Site visit | <input checked="" type="checkbox"/> Questionnaire |
| <input checked="" type="checkbox"/> Areas with septic tanks: | <input checked="" type="checkbox"/> Dry weather outfall screenings | <input checked="" type="checkbox"/> Site visit | <input checked="" type="checkbox"/> Questionnaire |
| <input checked="" type="checkbox"/> Business concerns: | <input checked="" type="checkbox"/> Dry weather outfall screenings | <input checked="" type="checkbox"/> Site visit | <input checked="" type="checkbox"/> Questionnaire |
| <input checked="" type="checkbox"/> Commercial concerns: | <input checked="" type="checkbox"/> Dry weather outfall screenings | <input checked="" type="checkbox"/> Site visit | <input checked="" type="checkbox"/> Questionnaire |
| <input checked="" type="checkbox"/> Industrial concerns: | <input checked="" type="checkbox"/> Dry weather outfall screenings | <input checked="" type="checkbox"/> Site visit | <input checked="" type="checkbox"/> Questionnaire |
| <input checked="" type="checkbox"/> Citizen complaints: Give an example: Send an inspector to the site to investigate if a complaint is received. | | | |
| <input type="checkbox"/> Other: Describe and/or give example: | | | |

F. Describe your enforcement procedures for removing the source of the illicit discharge. *Mark all that apply:*

- Site inspections
- Record of Findings
- Notice of Findings to Responsible Party
- Notice to Eliminate Discharge
- Notice to Eliminate Pollutant Source
- Written Due Date for Elimination
- Stop Work Order
- Follow-up Site Visit
- Notice to Appear Before Judicial Authority
- Fees/Penalties Maximum Amount: \$1,092.50
- Corrective Action/Charge to Responsible Party
- Other: Describe.

G. What method have you used to inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste? *Mark all that apply*

Public Employees

Businesses

General Public

- | | | |
|--|---|---|
| <input type="checkbox"/> Training Class | <input checked="" type="checkbox"/> Direct Mail | <input type="checkbox"/> Direct Mail |
| <input type="checkbox"/> Paystub Inserts | <input type="checkbox"/> Bill Inserts | <input type="checkbox"/> Bill Inserts |
| <input checked="" type="checkbox"/> Staff Meeting | <input type="checkbox"/> Site Visits | <input type="checkbox"/> Public Meetings |
| <input type="checkbox"/> On the Job Training | <input type="checkbox"/> Phone Calls | <input type="checkbox"/> Radio |
| <input checked="" type="checkbox"/> Other: Describe newsletter | <input type="checkbox"/> Seminars | <input type="checkbox"/> TV |
| | <input type="checkbox"/> Other: Describe | <input checked="" type="checkbox"/> Other: Describe Festivals |

H. Evaluate the success of this MCM:

Answer each question:

- a. Does your plan include measurable goals for this MCM? Yes No
- b. Did you meet the due date listed in your permit schedule for:
- | | | |
|---------------------------------|------------------------------|---|
| Full development of this MCM? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No (1 st Year Report Only) |
| Full implementation of the MCM? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Enforcement of the MCM? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
- c. Did you measure the program's success against the selected goals? Yes No
- d. Rank the program's success as determined by the evaluation: Successful Needs Improvement
- e. If your evaluation found the program needs improvement, explain why by marking all that apply:
- No goals were established
 - Goals were not established early enough in the program to provide guidance to staff
 - Unclear, immeasurable, or unrealistic goals
 - Insufficient funding
 - Insufficient staffing
 - 1st year reporting – program under development
 - Insufficient regulatory mechanism (ordinance)
 - Other: Explain

MCM #4

Construction Site Storm Water Runoff Control (4.2.4) *The permit requires each MS4 to develop, implement, and enforce a program to reduce pollutants in any storm water runoff to your regulated SMS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of pollutants in storm water discharges from construction activity disturbing less than one acre must be included in your program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more.*

A. Does your plan include the following elements? *Mark all that apply:*

- Ordinance or other mechanism to regulate construction site runoff
- Sediment and erosion control Best Management Practices (BMP) requirements
- Record keeping for rainfall and inspections
- Waste controls for discarded building materials
- Waste controls for concrete truck washout
- Waste controls for chemicals
- Waste controls for litter
- Waste controls for sanitary waste
- Procedures for site plan review
- Verification plan includes consideration of potential water quality impacts
- Quantitative & qualitative assessment for Pollutant of Concern for projects >25 acres at 303D waters
- Procedures for receipt and consideration of information submitted by the public

B. Does your regulatory mechanism have sanctions to ensure compliance, including an enforcement component?

Yes No If “Yes”, which of the following does your MS4 use? *Mark all that apply:*

- Verbal warnings
- Written warnings
- Stop-work orders
- Fines/Penalties Maximum amount \$1092t
- Performance bonds/forfeiture procedures
- Withholding Certificate of Occupancy
- Permit Denial
- Fee, Explain: \$200 plus double review fees for working without a land disturbance permit.
- Other:

C. Does your plan include a procedure that describes when specific sanctions listed in Question “B” above are to be used to ensure compliance? Yes No

D. Describe your procedures for site inspections. *Mark all that apply:*

- Prioritize sites for inspection
- Give notice upon arrival at site
- Verify correct paperwork is on site
- Examine construction entrance
- Check perimeter controls
- Verify temporary vegetation established by due date
- Look for eroded areas
- Verify sediment and erosion control devices installed per plan
- Inspect ponds
- Look for sediment leaving site
- Look for sediment in waters of the state
- Verify land disturbance ends at permit boundaries

E. Describe your plan for prioritizing sites for inspection. Mark all that apply by ranking them according to your prioritization plan. *(Click to the left of N/A and Press F1 for help.)*

- 9 TMDL consistency
- 8 Impaired waters concern
- 7 Water quality concern
- 4 Roads/drainage adoption
- 3 Citizen complaints
- 2 Geographical location
- 1 Size of project
- 5 Past performance of Responsible Party
- 10 Project Closeout
- 6 Request from Responsible Party

F. Evaluate the success of this MCM.

Answer each question:

- a. Does your plan include measurable goals for this MCM? Yes No
- b. Did you meet the due date listed in your permit schedule for:
 - Full development of this MCM? Yes No (1st Year Reporting)
 - Full implementation of the MCM? Yes No (1st Year Reporting)
 - Enforcement of the MCM? Yes No (1st Year Reporting)
- c. Did you measure the program's success against the selected goals? Yes No
- d. Rank the program's success as determined by the evaluation: Successful Needs Improvement
- e. If your evaluation found the program needs improvement, explain why by prioritizing all that apply:
(Click to the left of N/A and Press F1 for help.)
 - N/A No goals were established
 - N/A Goals were not established early enough in the program to provide guidance to staff
 - N/A Unclear, immeasurable, or unrealistic goals
 - N/A Insufficient funding
 - N/A Insufficient staffing
 - N/A No construction projects took place in the MS4 area to provide an opportunity to evaluate success
 - N/A Insufficient regulatory mechanism (ordinance)
 - N/A Other: Explain

MCM #5

Post-Construction Storm Water Management in New Development and Re-development (4.2.5) *Within 18 months from the effective date of this permit, you must develop, implement, and enforce a program to address storm water run-off from new development and redevelopment projects within your jurisdiction that disturb one acre or greater, including projects less than one acre that are part of a larger common plan of development or sale that discharge into your small MS4. Your program must ensure that controls are in place that would prevent or reduce water quality impacts. You must also select and implement a program of appropriate BMPs and measurable goals for this minimum control measure.*

A. Is there an ordinance or other regulatory mechanism in place to control post construction runoff from new development or redevelopment? Yes No If “No”, target date for passage:

B. Is your program designed to address the needs of your local community? *Answer all questions:*
Yes No Does your program address runoff from new Development?
Yes No Does your program address runoff from Redevelopment?
Yes No Does your plan include any specific priority areas for this program?
Yes No Does your plan describe how your program is specifically tailored for your local community?
Yes No Does your program minimize water quality impacts?
Yes No Does your program attempt to maintain pre-development runoff conditions?

C. Which BMPs are used in your community? *Mark all that apply:*
 Policies or ordinance to direct growth to identified areas.
 Policies or ordinance to protect wetlands and riparian areas.
 Policies or ordinance to maintain or increase open space.
 Funding source to acquire open space.
 Policies or ordinance to provide buffers along sensitive water bodies.
 Policies or ordinance to minimize impervious surfaces.
 Policies or ordinance to minimize disturbance of soils and vegetation.
 Policies or ordinance that encourage infill development in higher density urban areas.
 Policies or ordinance that encourage development in areas with existing storm sewer systems.
 Education programs for developers about project designs that minimize water quality impacts.
 Education programs for the public about project designs that minimize water quality impacts.
 Measures to minimize percentage of impervious area after development.
 Measures to minimize directly connected impervious areas.
 Good housekeeping measures.
 Preventative maintenance measures.
 Spill prevention measures.
 Storage practices such as wet ponds or extended detention outlet structures.
 Filtration practices such as grassed swales, bio-retention cells, sand filters, or filter strips.
 Infiltration practices such as infiltration basins and infiltration trenches.
 Other: Describe

D. Describe your plan to ensure long-term operation and maintenance of post construction BMPs. *Mark all that apply:*
 Maintenance agreement between structure owner and MS4 governmental entity.
 Maintenance agreement between (new) structure owner and developer.
 MS4 enforces agreements between (new) structure owner and developer.
 MS4 assumes maintenance.
 MS4 assumes maintenance and bills owner.
 MS4 conducts maintenance and bills owner only if owner fails to maintain.
 Other: Describe Maintenance agreement is recorded with the deed of the property.

E. Evaluate the success of this MCM.

Answer each question:

- a. Does your plan include measurable goals for this MCM? Yes No
- b. Did you meet the due date listed in your permit schedule for:
Full development of this MCM? Yes No (1st Year Report)
For full implementation of the MCM? Yes No (1st Year Report)
Enforcement of the MCM? Yes No (1st Year Report)
- c. Did you measure the program's success against the selected goals? Yes No
- d. Rank the program's success as determined by the evaluation: Successful Needs Improvement
- e. If your evaluation found the program needs improvement, explain why by prioritizing all that apply:
 No goals were established
 Goals were not established early enough in the program to provide guidance to staff
 Unclear, immeasurable, or unrealistic goals
 Insufficient funding
 Insufficient staffing
 No redevelopment projects took place in the MS4 area to provide an opportunity to evaluate success
 No new development projects took place in MS4 area to provide an opportunity to evaluate success
 Insufficient regulatory mechanism (ordinance)
 Other: Explain

MCM #6

Pollution Prevention / Good Housekeeping for Municipal Operations (4.2.6) *The permit requires each MS4 to develop and implement an operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. Your program must include employee training to prevent and reduce storm water pollution from activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and storm water maintenance.*

A. Do you have an operation and maintenance program currently in place?

No If "No" what is your target date? 12/30/2009

Yes If "Yes" name the municipal operations that are included in this O&M program. *Mark all that apply:*

- Parks and recreation area maintenance
- Fleet maintenance
- Building maintenance
- New construction/land disturbance (municipal projects)
- Storm water system maintenance
- Other: Describe:

B. Do you have procedures/controls to reduce floatables and other pollutants to your storm sewer system?

Mark all that apply:

- Maintenance activities
- Maintenance schedules
- Long-term inspection plans
- Street, road, highway maintenance
- Waste transfer station maintenance
- Fleet or maintenance area controls
- Salt/sand storage area maintenance
- Snow disposal area maintenance
- Proper disposal of waste removed from the storm sewer system: dredge spoil, sediments, and debris
- Water quality assessments for new flood management projects
- Assessment of existing flood management projects to determine additional needed controls

C. Does your plan contain an employee-training component? *Answer each question.*

Yes No Public employee training designed to reduce polluted runoff from municipal operations.

Yes No Employee training record retention.

D. Does your governmental entity own any industrial facilities that discharge to your storm sewer system?

Yes No If "Yes" give the name of the facility and list its SCDHEC NPDES permit number, or include a copy of the Notice of Intent (NOI).

Facility Name	Permit Number	Notice of Intent Attached
Edmund Landfill	<u>SCR0045110</u>	No
Hwy 321 Landfill (inactive)	<u>SCR00ND0077836</u>	No
	<u>SCR00</u>	

E. Evaluate the success of this MCM.

Answer each question:

- a. Does your plan include measurable goals for this MCM? Yes No
- b. Did you meet the due date listed in your permit schedule for:
Full development of this MCM? Yes No (Year 1 Report Only)
Full implementation of the MCM? Yes No
- c. Did you measure the program's success against the selected goals? Yes No
- d. Rank the program's success as determined by the evaluation: Successful Needs Improvement
- e. If your evaluation found the program needs improvement, explain why by marking all that apply:
- No goals were established
 - Goals were not established early enough in the program to provide guidance to staff
 - Unclear, immeasurable, unrealistic goals
 - Insufficient funding
 - Insufficient staffing
 - 1st year reporting – program under development
 - Other, explain

Special Conditions

1. Discharges to Impaired Water Bodies

Section 3.1 of the permit requires that you describe how implementation of your Storm Water Management Program will provide Reasonable Assurance that discharges will not cause or contribute to violations of water quality standards in Impaired Water Bodies. Answer each question below.

Yes No Have you determined whether your storm sewer system discharges to an Impaired Water Body? If “No”, what is your target date for completing the determination?

Yes No If the determination has been done: does your storm sewer discharge to an Impaired Water Body?

If yes, list the name(s) of the Impaired Water Bodies and the pollutant of concern for each Water Body.

Basin	WQMS Location	Station ID	Impairment
Saluda	LK Murray in Forebay	CL-083	Cu
Saluda	Twelve Mile Creek @ SR 106	S-052	Bio
Saluda	Twelve Mile Creek @ US 378	S-294	Bio
Saluda	Fourteen Mile Creek @ SR 28	S-848	Bio
Saluda	Rawls Creek 0.25 Mi W of Irmo	RS-01012	Bio
Saluda	Saluda River @ Mepco Elect Plant	S-149	Turbidity
Saluda	Lorick Branch Upstream of Jct w/ Saluda River	S-150	DO
Saluda	Saluda River just below Lake Murray	S-152	Hg
Saluda	Kinley Creek @ S-32-36	S-260	Bio
Saluda	Six Mile Creek on US 21 S of Cayce	C-005	DO
Saluda	Congaree River @ Hwy 378	C-007F	Hg
Saluda	Congaree River@ Blossom St (Saluda River)	CSB-001L	FC
Saluda	Congaree River @ Blossom St (Broad River)	CSB-001R	FC
Saluda	Congaree River @ Devro-Teepak Discharge Outfall	S-967	Cu

If yes: Provide a brief summary of the measures and BMPs that provide Reasonable Assurance that your discharges will not cause or contribute to violations of water quality standards in Impaired Water Bodies. See Attachment from Section 3.2.1 Reasonable Assurance of TMDL Compliance in the Lexington County Stormwater Management Plan

2. Consistency with Total Maximum Daily Load Allocations (TMDL)

Section 3.1 of the permit requires that you incorporate any limitations, conditions and requirements contained in the TMDL applicable to your discharges, if any, including monitoring frequency and reporting required, in order to be eligible for permit coverage. Answer each question.

Yes No Have you determined whether your storm sewer system discharges to a water body with an established TMDL?

If No, what is your target date for completing the determination?

Yes No If the determination has been done: Does your storm sewer discharge to a water body with an established TMDL?

a. If Yes, list the name(s) of the Water Body and the pollutant of concern listed in the TMDL for each Water Body.

Basin	WQMS Location	Station ID	FC TMDL % Reduction
Edisto	Horse Pen Creek @ SC-391	RS-01004	62
Edisto	Chinquapin Creek @ SC-391	E-091	78
Edisto	North Fork Edisto @ SC-02-72	E-084	6.9
Edisto	North Fork Edisto @ SC-02-110	E-102	16
Saluda	Rawls Creek	S-287	69

Saluda	Congaree Creek @ US 21 Cayce Water Intake	C-008	40
Saluda	Six Mile Creek at foot bridge near SC602	C-025	54
Saluda	Red Bank Creek at Sandy Springs Rd	C-067	36
Saluda	Twelve Mile Ck @ US 378	S-294	89.9
Saluda	Saluda River @ Mepco Elect Plant	S-149	89.2
Saluda	Lorick Branch Upstream of Jct w/ Saluda River	S-150	88.5
Saluda	Kinley Creek @ S-32-36	S-260	92.1
Saluda	Six Mile Creek on US 21 S of Cayce	C-005	27

b. If **Yes**, list applicable limitations, conditions, and requirements contained in the TMDL implementation plan attributed specifically to your MS4.
None attributed specifically to our MS4.

c. If **Yes**, explain how your plan incorporates those limitations, conditions, and requirements.
See Attachment from Section 3.2.1 in the Lexington County Stormwater Management Plan titled Reasonable Assurance of TMDL Compliance

3. Pollutant Reduction Success Assessment

Section 5.3.2 of the permit requires that you submit the results of monitoring data, if you conducted monitoring. If you conducted monitoring, the results must be submitted on a Discharge Monitoring Report (DMR). Attach any DMRs for Year 1 to this Questionnaire.

Yes No Did you conduct any monitoring during the reporting year?
If no, do not answer the question below.

Yes No Have you attached your DMRs to this report?

Year 1 Questionnaire

Sharing Responsibility

Section 4.4 of the permit states that one or more of the minimum measures may be shared with another entity or the entity may fully take over the measure. Please answer the questions below to explain whether responsibility was shared with another entity.

Answer each question that applies:

a. Did you share responsibility for any minimum measure with another entity?

Yes No If "**Yes**," indicate the name of the entity that shared responsibility beside the measure that entity helped with. NOTE: Copy this page as needed to answer the questions for additional entity that shares responsibility.

MCM 1	Clemson Extension's Carolina Clear Program
MCM 2	Clemson Extension's Carolina Clear Program
MCM 3	
MCM 4	All other sMS4 located within Lexington County
MCM 5	All other sMS4s located within Lexington County
MCM 6	

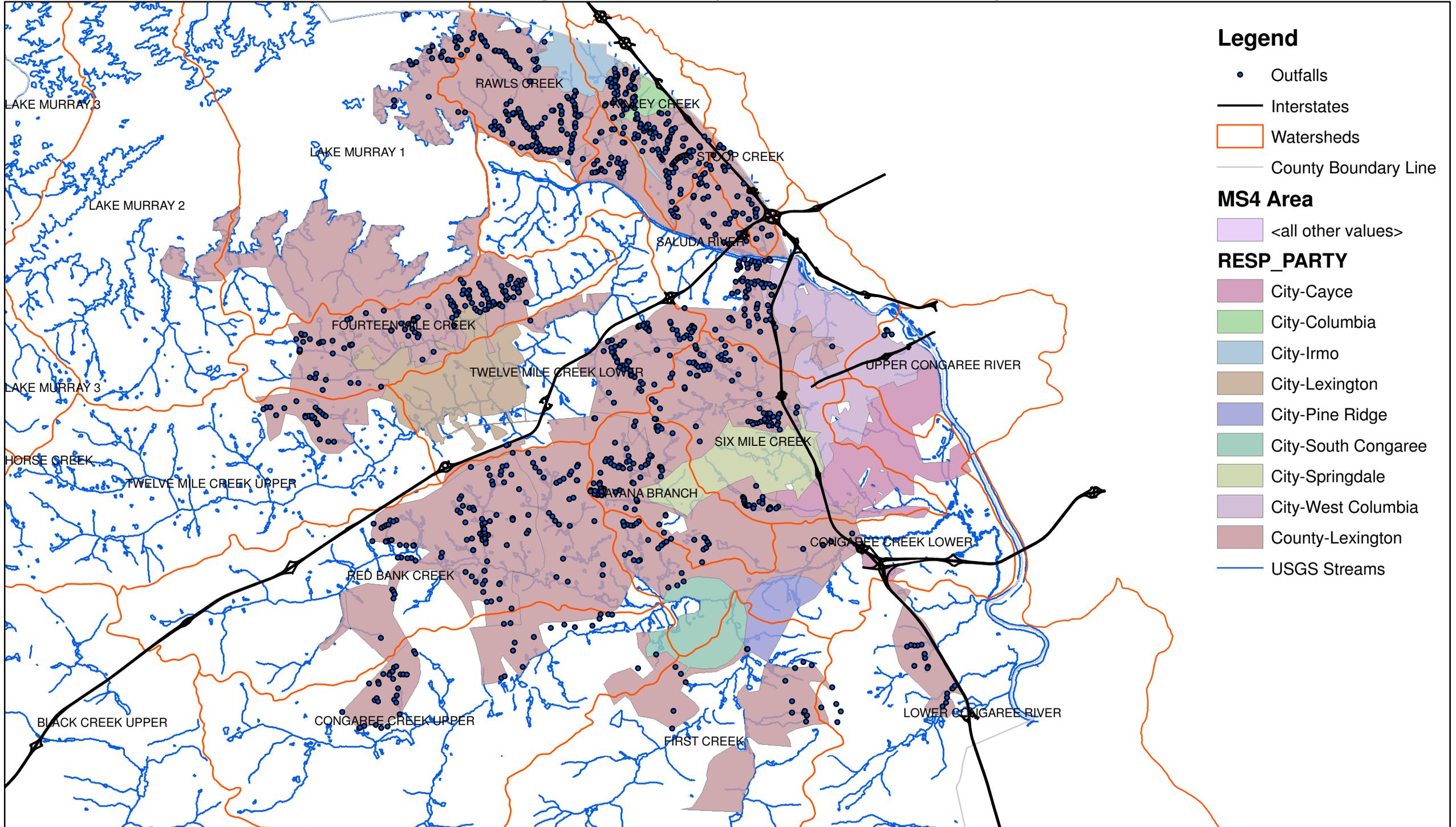
b. Yes No Did the other entity implement the measure (for year 1 reporting if the requirement was to develop a program, did the other entity develop it?)

c. Yes No Is the control measure (or the other entity's component) as stringent as the permit requires?

- d. Yes No Did the other entity agree in writing to implement the measure on your behalf?
- e. Yes No Did you maintain the written agreement as a part of your plan?
- f. Yes No Did the other entity agree to report on the measure on your behalf?
- g. Yes No If the other entity agreed to report on the measure, did you supply that entity with reporting information such as: your compliance with permit conditions; BMP assessments; measurable goals; results of information collected and analyzed; monitoring data (if any); progress toward reducing discharge of pollutants to the Maximum Extent Practicable; upcoming year activity plan; proposed changes to your plan; changes to any BMPs; or identified measurable goals?
- h. Yes No Notice to the Department that you relying on another entity.
- i. Yes No Have you dissolved any agreements with other entities this year?

Submit a copy of any agreements that have not previously been sent to the Department.

Lexington County MS4 Outfall Map



Section from the Lexington County Stormwater Management Plan

3.1.2 Reasonable Assurance of TMDL Compliance

In accordance with Section 3.1 of the general permit, Lexington County is working to meet the requirements of the adopted TMDLs listed in Table 3 as well as not further impair the receiving waters listed in Table 2. Meeting these goals will be accomplished through several BMPs focused solely on reducing pollutant sources as well as implementing the BMPs for each of the minimum measures listed below.

Fecal coliform bacteria is the contaminant of concern for all of the adopted TMDLs and the majority of impaired waters. Sources of fecal coliform bacteria generate from a few sources. The most obvious are leaks and sanitary sewer overflows (SSOs). Other sources include improperly functioning septic systems, discharges through illegal connections to the MS4, and wildlife sources. There may be other sources of bacteria, e.g., disturbed land, but none are expected to contribute significant quantities or result in human health concerns related to pathogenic bacteria.

The BMPs that are to be initiated to comply with TMDLs are separate from the BMPs implemented as part of the minimum measures. BMPs for TMDL compliance are described in more detail in Table 1. Lexington County will begin the implementation of these through meeting with the various parties to establish communication procedures and discuss the problems.

Table 1: BMPs focused on bacteria reductions

Measures for Reasonable Assurance			
Item #1	Schedule	Frequency	Responsible Party
Watershed Audit	36 months	Once	Stormwater Division
Description:			
The first step the County is going to take in addressing TMDLs is to conduct a watershed audit. This audit will include conducting office and field procedures for a single watershed to collect data on potential sources of the pollutant(s) of concern. This information will be used to direct the County's next effort, which will be a strategy to develop and implement BMPs for pollution reduction or identification of the true source.			

A list of BMPs is being developed that will address other sources of impairments. Lexington County intends for each of the minimum measures of the program to provide some level of reductions that will be applied toward the water quality goals. A description of the most important of these is provided in Table 2.

Table 2: BMPs as part of the minimum measures

Measures for Reasonable Assurance			
Item #4	Schedule	Frequency	Responsible Party
Public Education and Involvement	60 months	Permit term	Stormwater Division

Section from the Lexington County Stormwater Management Plan

Description:
Education of the public will discuss the potential benefits of picking up pet waste, dumping of chemicals, oils, and other illegal dumping. Educating citizens that storm pipes drain to streams and that the enforcement measures that could be taken against them as established in the Stormwater Ordinance is expected to have a positive impact. The benefit from this knowledge could take generations! See the section on Minimum Measure 1 for a more detailed description of Public Education and Outreach components.

Item #5	Schedule	Frequency	Responsible Party
Illicit Discharge Detection and Elimination Program	See details below in section 4.3		Stormwater Division

Description:
This program is being designed to identify and eliminate illicit discharges. As with the sanitary sewer investigations, this will have an immediate impact on reducing pollutant loads. All existing impairments could be reduced by these actions. See the section on Minimum Measure 3 for a more detailed description of Illicit Discharge Detection and Elimination Program components and schedules.

Item #6	Schedule	Frequency	Responsible Party
Construction Management Program	60 months	Permit term	Stormwater Division

Description:
This program oversees the construction of new and re-developments, providing reasonable assurance that each has appropriate sediment control and erosion prevention measures in place and properly functioning. Although implemented County-wide, this program is expected to reduce turbidity and may improve DO levels. Because land disturbance is not considered a significant source of bacteria, impact to bacteria concentrations will not be considered. See the section on Minimum Measure 4 for a more detailed description of Construction Management Program components.

Item #7	Schedule	Frequency	Responsible Party
Post-Construction Management Program	60 months	Permit term	Stormwater Division

Description:
This program will involve a number of new programs to address the BMP performance, including more stringent water quality design criteria (buffers and volume control) and allowance for new approaches to stormwater management such as Low Impact Development.

Item #8	Schedule	Frequency	Responsible Party
Good Housekeeping Program	60 months	Permit term	Stormwater Division

Description:
This program will involve County staff in a number of existing and new programs gained at pollution prevention education. The County will continue existing training programs and expand them as necessary to address stormwater management issues related to County roles such as animal services, public works maintenance, janitorial services, and others.

EXHIBIT A

Memorandum of Understanding

between

CLEMSON UNIVERSITY

and

THE COUNTY OF LEXINGTON

COPY

WHEREAS, Clemson University (hereinafter, CLEMSON) possesses in its Extension faculty and staff various levels of expertise concerning stormwater compliance requirements as promulgated by SC DHEC and USEPA, and

WHEREAS, The County of Lexington is desirous of obtaining access to education and public awareness of stormwater; and

WHEREAS, Clemson University has developed an environmental program (Carolina Clear), portions of which apply to the impact of stormwater on natural resources;

THEREFORE, be it resolved that since one of the goals of the Carolina Clear program is to educate people about the impacts of stormwater and since this program provides educational opportunities to address a broad range of water quality issues including the impact of stormwater on natural resources, Clemson and the County of Lexington will collaborate to address stormwater education. Carolina Clear is a comprehensive approach developed by Clemson University Cooperative Extension Service to inform and educate communities about, among other issues, water quality, water quantity and the cumulative effects of stormwater. Carolina Clear addresses the special significance of South Carolina's water resources and the role these resources play in the state's economy, environmental health, and overall quality of life.

In order to help the County of Lexington satisfy the Public Education and Outreach Minimum Control Measure as required by the EPA Phase II Storm Water Program, the Clemson University Cooperative Extension Service (CUCES) proposes to utilize selected components of the Carolina Clear program in order to

- Implement a public education program to distribute education materials to the County of Lexington, or conduct equivalent outreach activities about the impacts of stormwater and the steps that can be taken to reduce storm water pollution; and
- Determine the appropriate public awareness campaign with the County of Lexington. Some program implementation approaches, BMPs (i.e., the program

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actions/activities, and measurable goals are contained in the individual agreement and seek to

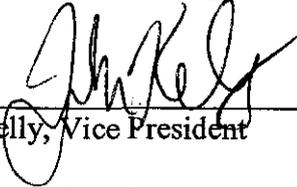
- o Form partnerships,
- o Use education materials and strategies, and
- o Reach diverse audiences.

In order to satisfy the Public Participation/Involvement Minimum Control Measure, the Clemson Cooperative Extension Service proposes to

- When asked and as appropriate, assist local entities with complying with applicable local public notice requirements,
- Provide program accountability measures which provide feedback and reporting data to include number of people contacted, publications produced and distributed, and other specifics as appropriate, and
- Other programs and measures as specified in the Contractual Agreement.

Because each agreement is unique to the requirements of the circumstances, Clemson and the County of Lexington agree that the specific metrics of each contract shall be individually negotiated and delineated in the Contractual Agreement. Neither party has any responsibility for any performance obligations except as indicated in a subsequently negotiated Contractual Agreement.

This Memorandum of Understanding will commence upon the date of the signature of the last party to this contract and will run thereafter for a period of five (5) years from the date of the last signature. The parties may agree in writing to extend this agreement for an additional 5-year period, provided such agreement is executed no later than 30 days prior to the expiration of this contract. No amendments, changes or modifications will be effective until and unless reduced to writing and signed by the parties. Either party may cancel this agreement upon the giving of 30 days written notice.

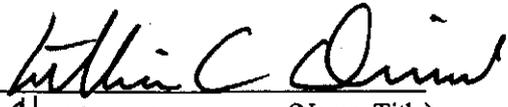


 John Kelly, Vice President

Clemson University PSA

5/28/07

 Date



 Chairman, (Name, Title)
 Lexington County Council
 The County of Lexington

May 8, 2007

 Date

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EXHIBIT B
Contractual Agreement
between
CLEMSON UNIVERSITY
and
THE COUNTY OF LEXINGTON

PUBLIC awareness and education about natural resources is crucial in the process of protecting and improving water quality. Clemson University (Clemson) and The County of Lexington (Lexington), a body politic and corporate and a political subdivision of the State of South Carolina, will educate general and targeted audiences in order to comply with Phase II Clean Water Act: Storm Water Education, more specifically, the first two minimum defined requirements of public education and public involvement.

NOW, the parties agree as follows:

1. Clemson will provide public education and outreach in order to promote public participation and involvement concerning stormwater. The educational programs will include components designed for youth, homeowners, horticulturalists, and community leaders. This effort will be delivered through various means, which may include seminars, workshops, publications, Internet, self-study and certificate/license training. They will be held at various Clemson and other available facilities in order to reach diverse audiences. Such instruction will include the furnishing of information brochures, instructional manuals, and similar materials, as deemed appropriate by Clemson University and the participating entity.
2. Lexington will provide audience demographic characteristics of the desired audiences for public involvement, or the program will be presented as outlined in 4 a-1.
3. Clemson will raise public awareness using a mass media approach. Radio and television public service announcements, newspaper articles, stories and advertisements, and publications are among the outlets considered for use in this effort.
4. Each of the public-related activities described below will be part of the base program on a yearly basis, will target a specific audience (highlighted in **bold**), and consist of the following activities subject to modification with the approval of Lexington, Clemson, and South Carolina DHEC based on stakeholder input after each regional meeting of stormwater managers.

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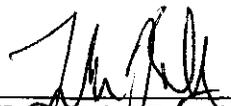
Clemson will:

- a. Coordinate with the County of Lexington to provide support and programmatic information related to submittal of updated Notice of Intent for coverage under the Phase II NPDES MS4 Permit.
 - b. Work with regional association of **stormwater managers and local decision-makers** to update, plan and determine priority areas from permit cycle to permit cycle,
 - c. Develop and provide two (2) bill stuffers appropriate for inclusion with water and utility bills or as special mailings for **homeowners, renters and businesses**.
 - d. Plan, develop and present at least four (4) **community seminars and public programs** throughout the county with emphasis on storm water education,
 - e. Create at least four (4) news articles for the **general public**,
 - f. Plan and present the Carolina Yards and Neighborhoods or other similar Master Gardener-driven program(s) for **individuals and families**. Distribute and/or provide materials for distribution as part of workshops or through other means.
 - g. Implement E-Learning to include establishing a website so that information about the stormwater education program is readily available to the **public**, with impact collection capabilities,
 - h. Provide at least two (2) **youth** programs per year within The County of Lexington such as
 - i. Adopt-A-Watershed which uses a local watershed
 - ii. Paint-the-Drain (either by stenciling or small signs on storm drain inlets)
 - iii. 4-H Wetlands Project explores estuaries, marshes, and swamps
 - iv. 4H₂O Pontoon Classroom
 - v. Enviroscope
 - i. Present at least one (1) program which addresses proper disposal of household hazardous wastes by **homeowners and renters** while minimizing threats to water resources.
 - j. Provide at least one news article per year on aquatic systems management and BMPs to target **homeowners, golf course managers or workers, and the general public**.
 - k. Mass media outlets will be utilized to provide state-wide education programs: "Your Day" (3) and "Making It Grow" (3).
5. Clemson will provide accountability statistics for each of the activities. The statistics will include the following accomplishment indicators.
 - a. Number of educational programs and activities conducted.
 - b. Number of people completing educational programs.
 - c. Number of people receiving information through "non-program" contacts such as telephone, office, visits, web-site contacts, visual and print media.
 6. Lexington shall provide payment in the amount of \$50,000.00 annually for the base program made in equal quarterly payments. Fees for additional services will be negotiated based on cost. These costs are based on the population of each MS4, county and/or defined area(s).

COPIES

6.1 Termination for Non-appropriations: If the County of Lexington Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County.

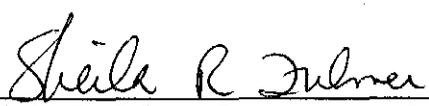
7. An Annual Work Plan shall provide activities distributed through each year.
8. Clemson is insured by the State Insurance Reserve Fund pursuant to the State Tort Claims Act. Lexington is insured by the State Insurance Reserve Fund and carries General Tort Liability Coverage with a limit of liability of \$1 million dollars per occurrence, but such coverage is limited for claims under the South Carolina Tort Claims Act to \$300,000.00 per person per occurrence and \$600,000.00 per occurrence as set forth in S. C. Code Section 15-78-1200.
9. The parties agree that each shall be responsible for the negligent acts or omissions of its own officers, employees and agents and that neither is responsible for the negligent acts or omissions of the other's officers, employees and agents in the performance of the requirements of this agreement.
10. This contract is subject to the terms and conditions of that certain MOU between Clemson University and The County of Lexington, dated May 8, 2007, which are fully incorporated herein by reference.



John Kelly, Vice President
Vice President for PSA

5/30/07

Date



Sheila R. Fulmer, Procurement Manager
The County of Lexington

5-14-07

Date

**Intergovernmental Agreement Between the City of Cayce and Lexington County for
Implementation of the Construction Site Stormwater Runoff Control and the Post-
Construction Stormwater Management in New Development and Redevelopment
Minimum Control Measures 4.2.4 & 4.2.2 of the NPDES MS4 General Permit**

WHEREAS, Stormwater runoff from construction sites, new development and redevelopment is a source of pollution of waters in Lexington County, and may add to existing flooding problems;

WHEREAS, The NPDES SMS4 General Permit, hereby referred to as "General Permit" requires that a regulated SMS4 develop and implement an Construction Site Stormwater Runoff Control and Post Construction Stormwater Management in New Development and Redevelopment program within eighteen months of the permit issue date;

WHEREAS, The General Permit requires the development of an ordinance or other regulatory mechanism to require erosion and sediment controls and address post-construction runoff from new and redevelopment as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law;

WHEREAS, The General Permit requires procedures for site plan review, which consider the potential water quality impacts;

WHEREAS, The General Permit requires procedures for receipt and consideration of information submitted by the public concerning construction site stormwater runoff;

WHEREAS, The General Permit requires procedures for site inspection and enforcement control measures;

WHEREAS, The General Permit requires that adequate long-term operation and maintenance of stormwater best management practices is achieved;

WHEREAS, The General Permit Section 4.4 allows the implementation of one or more of the permit minimum measures to be shared with, or fully taken over by, another entity;

WHEREAS, The implementation of a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program will help prevent additional water quantity and quality problems and may reduce existing problems;

WHEREAS, The County has adopted a Stormwater Management Ordinance and Land Development Manual that meets the requirements of S.C. Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit;

WHEREAS, the County has a Land Disturbance Permit process that is based on the requirements of S.C. Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit;

WHEREAS, the County has certified stormwater plan reviewers and construction site inspectors;

WHEREAS, the County has the ability to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program;

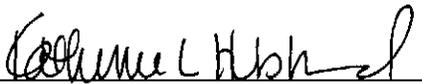
WHEREAS, allowing the County to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program, creates consistency throughout Lexington County;

IT IS MUTUALLY AGREED THAT:

1. The City of Cayce shall grant the County the right to implement sections 4.2.4 Construction Site Stormwater Runoff Control and 4.2.5 Post Construction Stormwater Management in New Development and Redevelopment program within the City of Cayce limits.
2. The City of Cayce will adopt the Lexington County Stormwater Management Ordinance and Land Development Manual.
3. This agreement is effective as to each party at the date and time of signing and will automatically renew at the end of the General Permit cycle exactly five years from the issuance of the certificate of coverage.
4. New construction plans will be submitted to the City of Cayce to be reviewed by the City of Cayce to ensure they meet requirements, such as zoning or landscaping.
5. The City of Cayce will forward plans to the County to review for conformance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual.
6. The County will notify the S.C. Department of Health and Environmental Control (DHEC) when plans are approved and request that DHEC review the project for coverage under the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities.
7. The County will forward an approval package which includes 4 sets of plans, the County's approval letter, DHEC's approval letter and a laminated Land Disturbance Permit card that includes the permit number to the City of Cayce to distribute to the Land Disturbance Permit applicant.
8. The County will inspect construction sites within the City of Cayce to ensure compliance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual at least once every ten (10) days.

9. The County will respond to concerns with active construction sites within the City of Cayce.
10. There will be dual enforcement between the County and the City of Cayce concerning noncompliance issues related to the Stormwater Management Ordinance and Land Development Manual.
11. Stormwater management structures located within the City of Cayce that are the maintenance responsibility of the County will be inspected and maintained by County personnel.
12. The County will administer the program for the City of Cayce at no cost. If at a later date a cost to administer the program is considered it cannot be added without an agreed upon amendment to this document.
13. The City of Cayce acknowledges that if the County does not meet the requirements set forth in the General Permit Section 4.2.4 and 4.2.5 that the City of Cayce will still be held responsible for the requirements and be subject to the penalties associated with noncompliance. The county will have no liability to the City of Cayce for failing to meet the general permit requirements.
14. The participation of any party may be terminated at the discretion of either the City of Cayce or the County by providing written notice to all other parties including the S.C. Department of Health and Environmental Control. Any such rescission or termination will become effective upon receipt by the other parties.
15. This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as described herein shall be a consent and approval of this agreement.

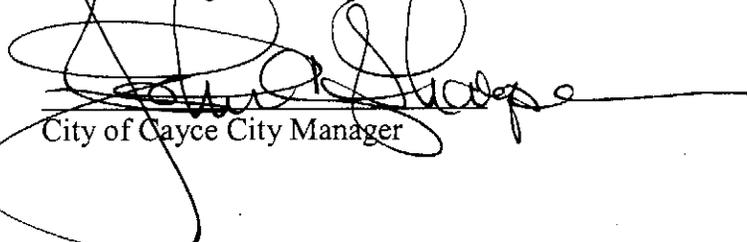
The County and the City, by the undersigned with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.


 Lexington County Administrator

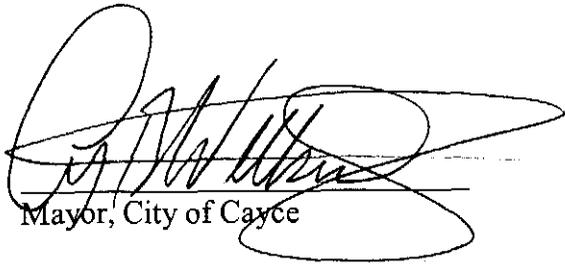
10-23-07
 Date


 Chair, Lexington County Council

10-23-07
 Date


 City of Cayce City Manager

10-10-07
 Date



Mayor, City of Cayce

10-10-2007
Date

Intergovernmental Agreement Between the ~~Town of Irmo~~ for Implementation of the Construction Site Stormwater Runoff Control and the Post-Construction Stormwater Management in New Development and Redevelopment Minimum Control Measures 4.2.4 & 4.2.5 of the NPDES MS4 General Permit

WHEREAS, Stormwater runoff from construction sites, new development and redevelopment is a source of pollution of waters in Lexington County, and may add to existing flooding problems;

WHEREAS, The NPDES SMS4 General Permit, hereby referred to as "General Permit" requires that a regulated SMS4 develop and implement and Construction Site Stormwater Runoff Control and Post Construction Stormwater Management in New Development and Redevelopment program within eighteen months of the permit issue date;

WHEREAS, The General Permit requires the development of an ordinance or other regulatory mechanism to require erosion and sediment controls and address post-construction runoff from new and redevelopment as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law;

WHEREAS, The General Permit requires procedures for site plan review, which consider the potential water quality impacts;

WHEREAS, The General Permit requires procedures for receipt and consideration of information submitted by the public concerning construction site stormwater runoff;

WHEREAS, The General Permit requires procedures for site inspection and enforcement control measures;

WHEREAS, The General Permit requires that adequate long-term operation and maintenance of stormwater best management practices is achieved;

WHEREAS, The General Permit Section 4.4 allows the implementation of one or more of the permit minimum measures to be shared with, or fully taken over by another entity;

WHEREAS, The implementation of a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program will help prevent additional water quantity and quality problems and may reduce existing problems;

WHEREAS, The County has adopted a Stormwater Management Ordinance and Land Development Manual that meets the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit

WHEREAS, the County has a Land Disturbance Permit process that is based on the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit;

WHEREAS, the County has certified stormwater plan reviewers and construction site inspectors;

WHEREAS, the County has the ability to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program;

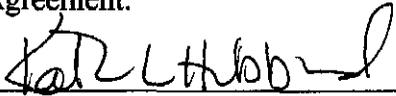
WHEREAS, allowing the County to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program, creates consistency through out Lexington County;

IT IS MUTUALLY AGREED THAT:

1. The Town of Irmo, hereinafter referred to as the "Town", shall grant the County the right to implement sections 4.2.4 Construction Site Stormwater Runoff Control and 4.2.5 Post Construction Stormwater Management in New Development and Redevelopment program within the Town limits
2. The Town will adopt the Lexington County Stormwater Management Ordinance and Land Development Manual
3. This agreement is effective as to each party at the date and time of signing and will automatically renew at the end of the General Permit cycle exactly five years from the issuance of the certificate of coverage.
4. New construction plans will be submitted to the Town to be reviewed by the Town to ensure they meet requirements, such as zoning or landscape.
5. The Town will forward plans to the County to review for conformance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual.
6. The County will notify the SC Department of Health and Environmental Control (DHEC) when plans are approved and request that DHEC review the project for coverage under the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities.
7. The County will forward an approval package which includes 4 sets of plans, the County's approval letter, DHEC's approval letter and a laminated Land Disturbance Permit card that includes the permit number to the Town to distribute to the Land Disturbance Permit applicant.
8. The County will inspect construction sites within the Town to ensure compliance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual at least once every ten (10) days.
9. The County will respond to concerns with active construction sites within the Town.

10. There will be dual enforcement between the County and the Town concerning noncompliance issues related to the Stormwater Management Ordinance and Land Development Manual.
11. Stormwater management structures located within the Town that are the maintenance responsibility of the County will be inspected and maintained by County personnel
12. The County will administer the program for the Town at no cost. If at a later date a cost to administer the program is considered it cannot be added without an agreed upon amendment to this document.
13. The Town acknowledges that if the County does not meet the requirements set forth in the General Permit Section 4.2.4 and 4.2.5 that the Town will still be held responsible for the requirements and be subject to the penalties associated with noncompliance. The county will have no liability to the Town for failing to meet the general permit requirements.
14. The participation of any party may be terminated at the discretion of either the Town or the County by providing written notice to all other parties including the SC Department of Health and Environmental Control. Any such rescission or termination will become effective upon receipt by the other parties.
15. This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as described herein; shall be a consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.



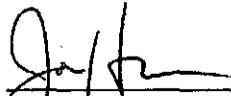
Lexington County Administrator

10.23.07
Date



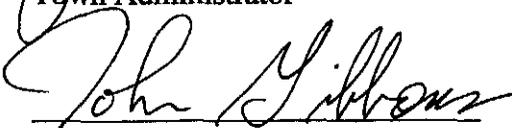
Chair, Lexington County Council

10.23.07
Date



Town Administrator

10/2/07
Date



Mayor

10/2/07
Date

Intergovernmental Agreement Between the Town of Lexington for Implementation of the Construction Site Stormwater Runoff Control and the Post-Construction Stormwater Management in New Development and Redevelopment Minimum Control Measures 4.2.4 & 4.2.2 of the NPDES MS4 General Permit

WHEREAS, Stormwater runoff from construction sites, new development and redevelopment is a source of pollution of waters in Lexington County, and may add to existing flooding problems;

WHEREAS, The NPDES SMS4 General Permit, hereby referred to as "General Permit" requires that a regulated SMS4 develop and implement and Construction Site Stormwater Runoff Control and Post Construction Stormwater Management in New Development and Redevelopment program within eighteen months of the permit issue date;

WHEREAS, The General Permit requires the development of an ordinance or other regulatory mechanism to require erosion and sediment controls and address post-construction runoff from new and redevelopment as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law;

WHEREAS, The General Permit requires procedures for site plan review, which consider the potential water quality impacts;

WHEREAS, The General Permit requires procedures for receipt and consideration of information submitted by the public concerning construction site stormwater runoff;

WHEREAS, The General Permit requires procedures for site inspection and enforcement control measures;

WHEREAS, The General Permit requires that adequate long-term operation and maintenance of stormwater best management practices is achieved;

WHEREAS, The General Permit Section 4.4 allows the implementation of one or more of the permit minimum measures to be shared with, or fully taken over by another entity;

WHEREAS, The implementation of a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program will help prevent additional water quantity and quality problems and may reduce existing problems;

WHEREAS, The County has adopted a Stormwater Management Ordinance and Land Development Manual that meets the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit

WHEREAS, the County has a Land Disturbance Permit process that is based on the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit;

WHEREAS, the County has certified stormwater plan reviewers and construction site inspectors;

WHEREAS, the County has the ability to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program;

WHEREAS, allowing the County to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program, creates consistency through out Lexington County;

IT IS MUTUALLY AGREED THAT:

1. The Town of Lexington, hereinafter referred to as the "Town", shall grant the County the right to implement sections 4.2.4 Construction Site Stormwater Runoff Control and 4.2.5 Post Construction Stormwater Management in New Development and Redevelopment program within the Town limits
2. The Town of Lexington has adopted the provisions of the Lexington County Stormwater Management Ordinance, and delegates enforcement authority to the County of Lexington for all projects which require a *South Carolina Department of Health and Environmental Control Land Disturbance Permit*.
3. This agreement is effective as to each party at the date and time of signing and will automatically renew at the end of the General Permit cycle exactly five years from the issuance of the certificate of coverage.
4. New construction plans will be submitted to the Town to be reviewed by the Town to ensure they meet requirements, such as zoning or landscape.
5. The Town will forward applicable plans to the County to review for conformance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual.
6. The County will notify the SC Department of Health and Environmental Control (DHEC) when plans are approved and request that DHEC review the project for coverage under the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities.
7. The County will forward an approval package which includes 4 sets of plans, the County's approval letter, DHEC's approval letter and a laminated Land Disturbance Permit card that includes the permit number to the Town to distribute to the Land Disturbance Permit applicant.
8. The County will inspect construction sites within the Town to ensure compliance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual at least once every ten (10) days.

9. The County will respond to concerns with active construction sites within the Town.
10. There will be dual enforcement between the County and the Town concerning noncompliance issues related to the Stormwater Management Ordinance and Land Development Manual.
11. Stormwater management structures located within the Town that are the maintenance responsibility of the County will be inspected and maintained by County personnel
12. The County will administer the program for the Town at no cost. If at a later date a cost to administer the program is considered it cannot be added without an agreed upon amendment to this document.
13. The Town acknowledges that if the County does not meet the requirements set forth in the General Permit Section 4.2.4 and 4.2.5 that the Town will still be held responsible for the requirements and be subject to the penalties associated with noncompliance. The county will have no liability to the Town for failing to meet the general permit requirements.
14. The participation of any party may be terminated at the discretion of either the Town or the County by providing written notice to all other parties including the SC Department of Health and Environmental Control. Any such rescission or termination will become effective upon receipt by the other parties.
15. This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as described herein; shall be a consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

Kathleen L. Hobbs
Lexington County Administrator

11/28/07
Date

Lethia C. Orr
Chair, Lexington County Council

November 28, 2007
Date

James W. Dinkins Jr.
Town Administrator

28 November 2007
Date

[Signature]
Mayor

11/28/07
Date

Intergovernmental Agreement Between the Town of Pine Ridge for Implementation of the Construction Site Stormwater Runoff Control and the Post-Construction Stormwater Management in New Development and Redevelopment Minimum Control Measures 4.2.4 & 4.2.5 of the NPDES MS4 General Permit

WHEREAS, Stormwater runoff from construction sites, new development and redevelopment is a source of pollution of waters in Lexington County, and may add to existing flooding problems;

WHEREAS, The NPDES SMS4 General Permit, hereby referred to as “General Permit” requires that a regulated SMS4 develop and implement and Construction Site Stormwater Runoff Control and Post Construction Stormwater Management in New Development and Redevelopment program within eighteen months of the permit issue date;

WHEREAS, The General Permit requires the development of an ordinance or other regulatory mechanism to require erosion and sediment controls and address post-construction runoff from new and redevelopment as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law;

WHEREAS, The General Permit requires procedures for site plan review, which consider the potential water quality impacts;

WHEREAS, The General Permit requires procedures for receipt and consideration of information submitted by the public concerning construction site stormwater runoff;

WHEREAS, The General Permit requires procedures for site inspection and enforcement control measures;

WHEREAS, The General Permit requires that adequate long-term operation and maintenance of stormwater best management practices is achieved;

WHEREAS, The General Permit Section 4.4 allows the implementation of one or more of the permit minimum measures to be shared with, or fully taken over by another entity;

WHEREAS, The implementation of a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program will help prevent additional water quantity and quality problems and may reduce existing problems;

WHEREAS, The County has adopted a Stormwater Management Ordinance and Land Development Manual that meets the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit

WHEREAS, the County has a Land Disturbance Permit process that is based on the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit;

WHEREAS, the County has certified stormwater plan reviewers and construction site inspectors;

WHEREAS, the County has the ability to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program;

WHEREAS, allowing the County to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program, creates consistency through out Lexington County;

IT IS MUTUALLY AGREED THAT:

1. The Town of Pine Ridge, hereinafter referred to as the “Town”, shall grant the County the right to implement sections 4.2.4 Construction Site Stormwater Runoff Control and 4.2.5 Post Construction Stormwater Management in New Development and Redevelopment program within the Town limits
2. The Town will adopt the Lexington County Stormwater Management Ordinance and Land Development Manual
3. This agreement is effective as to each party at the date and time of signing and will automatically renew at the end of the General Permit cycle exactly five years from the issuance of the certificate of coverage.
4. New construction plans will be submitted to the Town to be reviewed by the Town to ensure they meet requirements, such as zoning or landscape.
5. The Town will forward plans to the County to review for conformance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual.
6. The County will notify the SC Department of Health and Environmental Control (DHEC) when plans are approved and request that DHEC review the project for coverage under the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities.
7. The County will forward an approval package which includes 4 sets of plans, the County’s approval letter, DHEC’s approval letter and a laminated Land Disturbance Permit card that includes the permit number to the Town to distribute to the Land Disturbance Permit applicant.
8. The County will inspect construction sites within the Town to ensure compliance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual at least once every ten (10) days.
9. The County will respond to concerns with active construction sites within the Town.

10. There will be dual enforcement between the County and the Town concerning noncompliance issues related to the Stormwater Management Ordinance and Land Development Manual.
11. Stormwater management structures located within the Town that are the maintenance responsibility of the County will be inspected and maintained by County personnel
12. The County will administer the program for the Town at no cost. If at a later date a cost to administer the program is considered it cannot be added without an agreed upon amendment to this document.
13. The Town acknowledges that if the County does not meet the requirements set forth in the General Permit Section 4.2.4 and 4.2.5 that the Town will still be held responsible for the requirements and be subject to the penalties associated with noncompliance. The county will have no liability to the Town for failing to meet the general permit requirements.
14. The participation of any party may be terminated at the discretion of either the Town or the County by providing written notice to all other parties including the SC Department of Health and Environmental Control. Any such rescission or termination will become effective upon receipt by the other parties.
15. This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as described herein; shall be a consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

Karl L. Hubbard
Lexington County Administrator

10-23-07
Date

Luth C. Orr
Chair, Lexington County Council

10-23-07
Date

Yili M. Moak
Town Administrator

9-11-2007
Date

David L. Busby
Mayor

10-9-2007
Date

**Intergovernmental Agreement Between the Town of South Congaree for Implementation
of the Construction Site Stormwater Runoff Control and the Post-Construction
Stormwater Management in New Development and Redevelopment Minimum Control
Measures 4.2.4 & 4.2.5 of the NPDES MS4 General Permit**

WHEREAS, Stormwater runoff from construction sites, new development and redevelopment is a source of pollution of waters in Lexington County, and may add to existing flooding problems;

WHEREAS, The NPDES MS4 General Permit, hereby referred to as "General Permit" requires that a regulated MS4 develop and implement a Construction Site Stormwater Runoff Control and Post Construction Stormwater Management in New Development and Redevelopment program within eighteen months of the permit issue date;

WHEREAS, The General Permit requires the development of an ordinance or other regulatory mechanism to require erosion and sediment controls and address post-construction runoff from new and redevelopment as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law;

WHEREAS, The General Permit requires procedures for site plan review, which consider the potential water quality impacts;

WHEREAS, The General Permit requires procedures for receipt and consideration of information submitted by the public concerning construction site stormwater runoff;

WHEREAS, The General Permit requires procedures for site inspection and enforcement control measures;

WHEREAS, The General Permit requires that adequate long-term operation and maintenance of stormwater best management practices is achieved;

WHEREAS, The General Permit Section 4.4 allows the implementation of one or more of the permit minimum measures to be shared with, or fully taken over by another entity;

WHEREAS, The implementation of a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program will help prevent additional water quantity and quality problems and may reduce existing problems;

WHEREAS, The County has adopted a Stormwater Management Ordinance and Land Development Manual that meets the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit

WHEREAS, the County has a Land Disturbance Permit process that is based on the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit;

WHEREAS, the County has certified stormwater plan reviewers and construction site inspectors;

WHEREAS, the County has the ability to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program;

WHEREAS, allowing the County to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program, creates consistency through out Lexington County;

IT IS MUTUALLY AGREED THAT:

1. The Town of South Congaree, hereinafter referred to as the "Town", shall grant the County the right to implement sections 4.2.4 Construction Site Stormwater Runoff Control and 4.2.5 Post Construction Stormwater Management in New Development and Redevelopment program within the Town limits
2. The Town will adopt the Lexington County Stormwater Management Ordinance and Land Development Manual
3. This agreement is effective as to each party at the date and time of signing and will automatically renew at the end of the General Permit cycle exactly five years from the issuance of the certificate of coverage.
4. New construction plans will be submitted to the Town to be reviewed by the Town to ensure they meet requirements, such as zoning or landscape.
5. The Town will forward plans to the County to review for conformance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual.
6. The County will notify the SC Department of Health and Environmental Control (DHEC) when plans are approved and request that DHEC review the project for coverage under the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities.
7. The County will forward an approval package which includes 4 sets of plans, the County's approval letter, DHEC's approval letter and a laminated Land Disturbance Permit card that includes the permit number to the Town to distribute to the Land Disturbance Permit applicant.
8. The County will inspect construction sites within the Town to ensure compliance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual at least once every ten (10) days.
9. The County will respond to concerns with active construction sites within the Town.

10. There will be dual enforcement between the County and the Town concerning noncompliance issues related to the Stormwater Management Ordinance and Land Development Manual.
11. Stormwater management structures located within the Town that are the maintenance responsibility of the County will be inspected and maintained by County personnel
12. The County will administer the program for the Town at no cost. If at a later date a cost to administer the program is considered it cannot be added without an agreed upon amendment to this document.
13. The Town acknowledges that if the County does not meet the requirements set forth in the General Permit Section 4.2.4 and 4.2.5 that the Town will still be held responsible for the requirements and be subject to the penalties associated with noncompliance. The county will have no liability to the Town for failing to meet the general permit requirements.
14. The participation of any party may be terminated at the discretion of either the Town or the County by providing written notice to all other parties including the SC Department of Health and Environmental Control. Any such rescission or termination will become effective upon receipt by the other parties.
15. This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as described herein; shall be a consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

Kathleen L. Hubbs
Lexington County Administrator

10-23-07
Date

Keith C. DeLoach
Chair, Lexington County Council

10-23-07
Date

Janita Glass
Town Clerk

10 / 1 / 07
Date

Tracy E. Jackson
Mayor

10 / 1 / 2007
Date

Intergovernmental Agreement Between the County of Lexington and the Town of Springdale for Implementation of the Construction Site Stormwater Runoff Control and the Post-Construction Stormwater Management in New Development and Redevelopment Minimum Control Measures 4.2.4 & 4.2.5 of the NPDES MS4 General Permit

WHEREAS, Stormwater runoff from construction sites, new development and redevelopment is a source of pollution of waters in Lexington County, and may add to existing flooding problems;

WHEREAS, The NPDES MS4 General Permit, hereby referred to as "General Permit" requires that a regulated MS4 develop and implement a Construction Site Stormwater Runoff Control and Post Construction Stormwater Management in New Development and Redevelopment program within eighteen months of the permit issue date;

WHEREAS, The General Permit requires the development of an ordinance or other regulatory mechanism to require erosion and sediment controls and address post-construction runoff from new and redevelopment as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law;

WHEREAS, The General Permit requires procedures for site plan review, which consider the potential water quality impacts;

WHEREAS, The General Permit requires procedures for receipt and consideration of information submitted by the public concerning construction site stormwater runoff;

WHEREAS, The General Permit requires procedures for site inspection and enforcement control measures;

WHEREAS, The General Permit requires that adequate long-term operation and maintenance of stormwater best management practices is achieved;

WHEREAS, The General Permit Section 4.4 allows the implementation of one or more of the permit minimum measures to be shared with, or fully taken over by another entity;

WHEREAS, The implementation of a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program will help prevent additional water quantity and quality problems and may reduce existing problems;

WHEREAS, The County has adopted a Stormwater Management Ordinance and Land Development Manual that meets the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit

WHEREAS, the County has a Land Disturbance Permit process that is based on the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit;

WHEREAS, the County has certified stormwater plan reviewers and construction site inspectors;

WHEREAS, the County has the ability to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program;

WHEREAS, allowing the County to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program, creates consistency through out Lexington County;

IT IS MUTUALLY AGREED THAT:

1. The Town of Springdale, hereinafter referred to as the "Town", shall grant the County the right to implement sections 4.2.4 Construction Site Stormwater Runoff Control and 4.2.5 Post Construction Stormwater Management in New Development and Redevelopment program within the Town limits
2. The Town will adopt the Lexington County Stormwater Management Ordinance and Land Development Manual
3. This agreement is effective as to each party at the date and time of signing and will automatically renew at the end of the General Permit cycle exactly five years from the issuance of the certificate of coverage.
4. New construction plans will be submitted to the Town to be reviewed by the Town to ensure they meet requirements, such as zoning or landscape.
5. The Town will forward plans to the County to review for conformance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual.
6. The County will notify the SC Department of Health and Environmental Control (DHEC) when plans are approved and request that DHEC review the project for coverage under the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities.
7. The County will forward an approval package which includes 4 sets of plans, the County's approval letter, DHEC's approval letter and a laminated Land Disturbance Permit card that includes the permit number to the Town to distribute to the Land Disturbance Permit applicant.
8. The County will inspect construction sites within the Town to ensure compliance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual at least once every ten (10) days.
9. The County will respond to concerns with active construction sites within the Town.

10. There will be dual enforcement between the County and the Town concerning noncompliance issues related to the Stormwater Management Ordinance and Land Development Manual.
11. Stormwater management structures located within the Town that are the maintenance responsibility of the County will be inspected and maintained by County personnel
12. The County will administer the program for the Town at no cost. If at a later date a cost to administer the program is considered it cannot be added without an agreed upon amendment to this document.
13. The Town acknowledges that if the County does not meet the requirements set forth in the General Permit Section 4.2.4 and 4.2.5 that the Town will still be held responsible for the requirements and be subject to the penalties associated with noncompliance. The county will have no liability to the Town for failing to meet the general permit requirements.
14. The participation of any party may be terminated at the discretion of either the Town or the County by providing written notice to all other parties including the SC Department of Health and Environmental Control. Any such rescission or termination will become effective upon receipt by the other parties.
15. This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as described herein; shall be a consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

Katherine L. Hubbard
Lexington County Administrator

10-23-07
Date

Keith C. [Signature]
Chair, Lexington County Council

10-23-07
Date

R. Benjamin Buxley
Town Administrator

10-02-07
Date

[Signature]
Mayor

10-02-07
Date

Intergovernmental Agreement Between the City of West Columbia for Implementation of the Construction Site Stormwater Runoff Control and the Post-Construction Stormwater Management in New Development and Redevelopment Minimum Control Measures 4.2.4 & 4.2.2 of the NPDES MS4 General Permit

WHEREAS, Stormwater runoff from construction sites, new development and redevelopment is a source of pollution of waters in Lexington County, and may add to existing flooding problems;

WHEREAS, The NPDES SMS4 General Permit, hereby referred to as “General Permit” requires that a regulated SMS4 develop and implement and Construction Site Stormwater Runoff Control and Post Construction Stormwater Management in New Development and Redevelopment program within eighteen months of the permit issue date;

WHEREAS, The General Permit requires the development of an ordinance or other regulatory mechanism to require erosion and sediment controls and address post-construction runoff from new and redevelopment as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law;

WHEREAS, The General Permit requires procedures for site plan review, which consider the potential water quality impacts;

WHEREAS, The General Permit requires procedures for receipt and consideration of information submitted by the public concerning construction site stormwater runoff;

WHEREAS, The General Permit requires procedures for site inspection and enforcement control measures;

WHEREAS, The General Permit requires that adequate long-term operation and maintenance of stormwater best management practices is achieved;

WHEREAS, The General Permit Section 4.4 allows the implementation of one or more of the permit minimum measures to be shared with, or fully taken over by another entity;

WHEREAS, The implementation of a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program will help prevent additional water quantity and quality problems and may reduce existing problems;

WHEREAS, The County has adopted a Stormwater Management Ordinance and Land Development Manual that meets the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit

WHEREAS, the County has a Land Disturbance Permit process that is based on the requirements of SC Reg. 72-300, the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, and the General Permit;

WHEREAS, the County has certified stormwater plan reviewers and construction site inspectors;

WHEREAS, the County has the ability to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program;

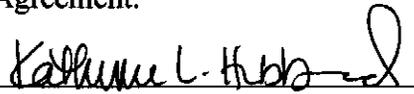
WHEREAS, allowing the County to implement a countywide construction site stormwater runoff and post construction stormwater management from new development and redevelopment program, creates consistency through out Lexington County;

IT IS MUTUALLY AGREED THAT:

1. The City of West Columbia, hereinafter referred to as the "City", shall grant the County the right to implement sections 4.2.4 Construction Site Stormwater Runoff Control and 4.2.5 Post Construction Stormwater Management in New Development and Redevelopment program within the City limits
2. The City will adopt the Lexington County Stormwater Management Ordinance and Land Development Manual
3. This agreement is effective as to each party at the date and time of signing and will automatically renew at the end of the General Permit cycle exactly five years from the issuance of the certificate of coverage.
4. New construction plans will be submitted to the City to be reviewed by the City to ensure they meet requirements, such as zoning or landscape.
5. The City will forward plans to the County to review for conformance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual.
6. The County will notify the SC Department of Health and Environmental Control (DHEC) when plans are approved and request that DHEC review the project for coverage under the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities.
7. The County will forward an approval package which includes 4 sets of plans, the County's approval letter, DHEC's approval letter and a laminated Land Disturbance Permit card that includes the permit number to the City to distribute to the Land Disturbance Permit applicant.
8. The County will inspect construction sites within the City to ensure compliance with the requirements of the Lexington County Stormwater Management Ordinance and Land Development Manual at least once every ten (10) days.
9. The County will respond to concerns with active construction sites within the City.
10. There will be dual enforcement between the County and the City concerning noncompliance issues related to the Stormwater Management Ordinance and Land Development Manual.
11. Stormwater management structures located within the City that are the maintenance responsibility of the County will be inspected and maintained by County personnel

12. The County will administer the program for the City at no cost. If at a later date a cost to administer the program is considered it cannot be added without an agreed upon amendment to this document.
13. The City acknowledges that if the County does not meet the requirements set forth in the General Permit Section 4.2.4 and 4.2.5 that the City will still be held responsible for the requirements and be subject to the penalties associated with noncompliance. The county will have no liability to the City for failing to meet the general permit requirements.
14. The participation of any party may be terminated at the discretion of either the City or the County by providing written notice to all other parties including the SC Department of Health and Environmental Control. Any such rescission or termination will become effective upon receipt by the other parties.
15. This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment. Failure for a successor in office to terminate as described herein; shall be a consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.


Lexington County Administrator

10-23-07
Date


Chair, Lexington County Council

10-23-07
Date


City Manager

9-27-07
Date


Mayor

10-1-07
Date

Lexington Countywide Stormwater Consortium



Year 1

FY 2007-2008

Annual Report of Activities

December 2008

**LEXINGTON
COUNTYWIDE
STORMWATER CONSORTIUM**





Executive Summary

The idea for the Lexington Countywide Stormwater Consortium began in the spring of 2007 when individuals representing the eight SMS4's (Small Municipal Separate Storm Sewer System) of Lexington County first discussed the need for coordination of stormwater and watershed education efforts. These service providers agreed to convene a small group of decision makers from local SMS4 communities to assess their need for watershed-related educational services and to evaluate the utility of a regional approach to stormwater education. In fact, both the US Environmental Protection Agency and the SC Department of Health and Environmental Control recognize the idea that it is generally more cost-effective to develop regional education consortia, than to have numerous operators developing their own local programs (USEPA, 2005). The Coastal Waccamaw Stormwater Education Consortium (CWSEC) who is now in it's forth year and has been well received in the community and continues to excel with their participation and educational delivery plan.

Clemson University and Lexington County with the MS4's entered into a formal contract and Memorandum of Understanding (MOU) in May 2007. This agreement says that that Clemson Universities Public Services Activities (PSA) Carolina Clear initiative will be utilized to assist the counties MS4's in meeting DHEC and EPA's minimum control measures one and two that requires Public Education and Outreach along with Public Involvement. Appendix B-1

The core Urbanized Areas Consortium committee set out on naming itself and setting goals and objectives. In December 2007 the group officially named itself the Lexington Countywide Stormwater Consortium (LCSC).

One of the more important early accomplishments to achieve was to have a Resolution signing and Media kick off day. On February 26, 2008 all eight MS4's and invited guest with the media were on hand to witness the policy makers sign off on their commitment to support the development and implementation of a regional watershed educational, outreach and involvement strategy. Appendix B-2

Since this period the LCSC has had regular business meetings to invite educational partners into the consortium and develop our Phased Educational Plan of Work. Appendix B-3



“The support Lexington County received through the Carolina Clear program was invaluable in the creation of a stormwater consortium of state and local governments, environmental organizations, and citizens who are all working collaboratively towards improving water quality. The resources provided by the Carolina Clear program in promoting the formation of the Lexington Countywide Stormwater Consortium generated a lot of enthusiasm that we may not have seen otherwise.”

Synithia Williams

Environmental Coordinator

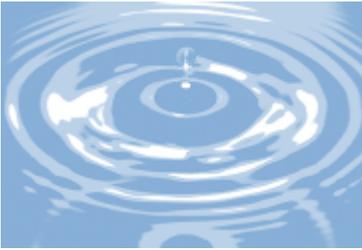
Lexington County Public Works



Executive Summary

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium



LCSC—FY 2007-2008 Annual Report

TABLE OF CONTENTS

Executive Summary	i
Lexington MS4's	1
LCSC Partners	2
Consortium Goal and Objectives	4
LCSC Partners Focus—Lexington County	5
Target Audiences	
General Public	7
K-12 and Higher Education	13
Elected and Appointed Officials	14
Professionals: Contractors & Engineers	15
Homeowners	18
Agriculture	19
Conclusions from Year 1 (2007-2008)	20
Appendix A - Certified Erosion Prevention and Sediment Control	
Inspector Program Information	A-1
Appendix B	B 1–3



Lexington MS4's

During year 1 the core consortium members were extremely dedicated to the regional education concept and participated in 11 LCSC business meetings and 2 workshops. Their participation was imperative to achieve involvement and ownership throughout the county in order to achieve the consortium's goals and objectives.

Table 1 Summary of Local Consortium Representatives

MS4	Consortium Representative
Cayce	John Sharpe Ken Knudsen Steve Martin
Irmo	Bob Brown
Lexington County	Synithia Williams Sheri Armstrong John Fectel
Pine Ridge	David Busby Roger Simpson Vicki Moak
South Congaree	Melisha Shumpert Bobby Vining
Springdale	Natalie McKelvey
Town of Lexington	Rosemarie Nuzzo Britt Poole
West Columbia	Sid Varn



Educational Partners

Throughout the first year the core LCSC members have recruited and provided educational opportunities to agencies, organizations and individuals to become members of team that share our interest in educating the public about stormwater pollutant issues. This educational partnership insures a uniform and consistent message while sharing valuable resources. With these partnerships the LCSC remains dedicated to developing and delivering effective, outcomes-based educational programming throughout the watershed.

Table 1 Summary of Local Education Service Partners

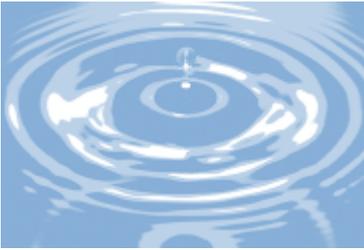
Name	Organization
Heidi Johnson	Keep America Beautiful of the Midlands
Mike Dawson	3 Rivers Greenway Alliance
Matt Rice	blue trails project
Jay Robinson	Saluda Shoals
Rich Kidder	Lake Murray Assoc
Dave Landis	Lake Murray Assoc
Ben Knight	Lex. Wildlife Chapter SC Wildlife Federation
Christy Rayman	Lexington Master Gardeners and Master Naturalist
Bill Marshall	SCDNR
Bill Melven	Lexington Conservation District
Jane Hiller	Sonoco Recycling
Rebecca Spratlin	DHEC BOW
Victoria Kramer	DHEC BOW
Margie Hicks	Rain Garden Grower City of Columbia



Educational Partners

Table 2 Continued summary of Local Education Service Partners

Name	Organization
Debbie Cohea	Palmetto Pride
Betsy Kaemmerlen	Fuss and O'Neill, Inc. Landscape Architect
Joy Sullivan	SCDNR Land, Water & Conservation
Sue Green	Community Open Land Trust
Brenda Davis	Community Open Land Trust
Kristine Hartvigsen	Lake Murray Columbia Magazine
Ed Diebold	Riverbanks Zoo
Keith Cloud	Trouts Unlimited
Boozer, Tommy	SCE&G Lake Management
Amy Maxwell	USDA Natural Resources Conservation Service
John Ramsburgh	Sierra Club of SC
Fred Taylor	DHEC , Lexington Conservation Dist.
Keith Anthony	Richland County Gov.
Anne Rone	DHEC WQ Outreach Coordinator
Jodie McCord	Lexington Master Gardeners
Quinton Epps	Mulkey Engineers
David Graves	President - Cold Stream Homeowners Assoc.
Gail Crouch	Synithia 's guest



Goal & Objectives

LCSC Strategic Goal— To enhance water quality throughout the Lexington Countywide Stormwater Consortium area through education, involvement and outreach, and by fostering partnerships with local governments, citizens, businesses and organizations to support healthy, fishable and swimmable waterways.

Objectives:

1. Develop and implement a cohesive education strategy that addresses the range of stormwater pollutants using a prioritized approach and capitalizes on local training resources.
2. Foster citizen involvement in stormwater management through the Lexington Countywide Stormwater Consortium education and participation programs.
3. Encourage behavioral change towards environmental quality improvement through stormwater education.
4. Facilitate collaboration among local governments, citizens, businesses and organizations on ways to improve stormwater quality.
5. Help local MS4s meet NPDES Phase II permit requirements for public stormwater education and outreach by making local educational resources and service providers readily available.



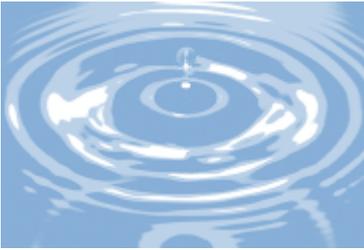
The goal of an organization can be thought of as the strategic target. The objectives are the arrows we use to reach that target.



Goals and Objectives

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium



Partners Focus—Lexington County

One of the steps that was most instrumental in helping the LCSC identify stormwater pollutant issues that we are addressing was the utilize Survey Monkey that is a web based survey system.



SurveyMonkey.com
because knowledge is everything

Each consortium member was asked to go on to the web site and answer questions that related from what you think is the most important audience sector that you think we ought to address to what do you think is the knowledge level of the citizens we serve on a scale of 1(lowest) -10 (highest). The answer was, 80% said that citizens would rank a 2 or a 3. With this opinion we new that the educational task in front of us is great.



It's important to know where you are if you want to know where you are going.

6. Please indicate the three (3) TARGET AUDIENCES that you consider to be the highest priority for stormwater education in the Lexington County / MS4's urbanized areas.

	Response Percent	Response Count
K-12 Students	20.0%	3
Homeowners	80.0%	9
Engineers and Landscape Architects	40.0%	6
Construction and Land Disturbance Community	80.0%	9
Developers	46.7%	7
Tourism Industry	0.0%	0
Retail Businesses	6.7%	1
Marinas	0.0%	0
General Public	46.7%	7
Other (please specify)		1
answered question		16
skipped question		1





Partners Focus—Lexington County

Throughout the year the consortium members built a comprehensive Strategic Educational plan for Lexington County that would be inclusive of all partners utilizing their expertise and resources wisely.

Sample of Section 1—General Public

Lexington Countywide Stormwater Consortium Year 1 (2007-08) Education Plan of Work with Examples

General Public			
Lead Service Provider	Activity--Program (<i>Italics include participation elements</i>)	Target Geography/ Land Use	Target Pollutant
Clemson CES	Develop website for Lexington Countywide Stormwater Consortium--with links to partners and programs.	All	All
Clemson CES	Public Service Announcements for Radio, Television and Print (target audience and target pollutant will vary)	All	All
Keep the Midlands Beautiful	<i>Adopt-A-Waterway</i>	all	all
Keep the Midlands Beautiful	<i>Coordinate activities with Keep America Beautiful (River Sweep, etc)</i>	State/ County Roads	Litter
Clemson CES	Develop and provide one (1) digital copy of a bill stuffer appropriate for reproduction and inclusion with water and utility bills or as special mailings.	Homeowners, Renters, Businesses	All
Clemson CES, Lexington County Public Works	Present WQ/Stormwater Displays for Fairs and Festivals [i.e. Earth Day] Identified 5 Fairs / events, CPAC Climate Protection Action Campaign	All	All
City of Cayce/ Clemson CES	Produce WQ column for quarterly "Rediscover Sunrise News" newsletter	Cayce	All
TBD	<i>Examine feasibility of establishing volunteer monitoring program for pilot watershed</i>	TBD	TBD
Lexington County, Clemson CES	<i>County Scoop quarterly newsletter</i>	All	All
West Columbia, Cayce, Lexington Clemson CES	<i>Consumer Confidence Report (CCI) yearly report (Due April 1 each year)</i>	West Columbia, Cayce, Lexington	All
Lexington County, Clemson CES	<i>Lake Murray Columbia magazine</i>	All	all
Town of Lexington	<i>Lexington Channel 2 Advertisement, TWC viewing audience</i>	All	all
Lexington County	<i>Explore possibility of putting up signs at local watershed boundaries</i>		
Lexington County, Clemson CES	<i>Survey residents of Lexington County on Stormwater Issues, @ State level</i>	all	all
LCSC Team	<i>Speakers Bureau</i>	all	all
CPAC	<i>Green Business Certification</i>	all	all



Water Quality is at the very soul of Lexington County.





General Public

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Clemson	Redevelop and update Clemson University Carolina Clear web page	October 2008	375	N/A



Clemson redesigned the look and feel of the Carolina Clear web site.

Since the Lexington Countywide Stormwater Consortium webpage was launched on October 7th, 2008, the following statistics are available:

375 total pageviews

Average time spent on page was 1 minute and 55 seconds.

167 of those visitors came to the site via www.lex-co.com; 108 typed in the address; 82 used www.google.com

Lexington Public Works, Clemson & Members of LCSC	Present water quality programs to Chambers, Civic Clubs, Nonprofits, Leadership Lexington County, Lexington Wildlife Federation Club, Agencies, Etc.	Trough out the year.		LCSC members
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General Public

Lead Provider	Activity	Delivered	Number of Participants	Other Providers Involved
Lexington County Public Works	NPEDS to public audiences, County Scoop Newsletter, MS4 programs to chambers	9 programs	n/a	
Clemson Extension	General Audience, Master Gardeners, Community Organizations, Non for Profits, Civic Clubs	July 07 October 08	2,242	
Keep the Midlands Beautiful	Adopt-A-Highway (4 pickups—Nov. 2007, Feb. 2008, May 2008, August 2008) --60,780 pounds of trash removed from Lexington County roadways		--2,480 volunteers contributed more than 1.5 million hours of service	
	Adopt-A-Waterway (launched October 4, 2008) --825 pounds of trash removed from Lexington County waterways --255 pounds of material removed from waterways and RECYCLED		-49 volunteers from 7 different groups contributed 931 hours of service	
	River Sweep (September 20, 2008) – Saluda River at Riverbanks Zoo (Technically, this is not in Lexington County, but it's close and there were plenty of volunteers from the county who participated. You can choose whether or not you want to include it.) --4,080 pounds of trash removed --131 bags of litter and 73 bags of recyclables		--118 volunteers	
Lexington Wildlife Federation Chapter	Local club conservation business		8 members present	



General Public

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Clemson	Create and maintain a archived pix clearinghouse of the of events and LCSC growth . Keep historical records and make available to LCSC providers and cooperators.	Ongoing	N/A	All

Although a great many slides have been taken and used for the different workshops this will always be an ongoing process of archiving and redistribution for education.

Clemson	Develop and broadcast radio programming (i.e., Your Day) that addresses regional stormwater issues. Billy Derrick, Lexington Council and Sue Green, COLT	Resolution signing February 26, 2008	2 radio shows	All
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Clemson	Refine radio Public Service Announcements. Create and broadcast television PSAs. These will be local and statewide in focus.	Partially met	4.83 M	N/A
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Clemson is working to develop public service announcements and scheduled to air 2009.

Television	WIS and the Clemson Media team were on hand for the Resolution signing. Time Warner Cable channel 2 Lexington	February 26, 2008	Time Warner Viewing area	Clemson Media Team
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General Public

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Clemson	Lake Murray Magazine, Master Gardener 2009 Calendar, Clemson Impact	Spring and Summer 08	N/A	All
Clemson	Planning for Rain Garden Demo. Workshop, Cayce	Fall 08	Rain Garden team	

GARDENS

Right as rain

Rain gardens beautify landscapes and reduce pollution BY BILL BLACKSTON



Photo: Patrick



Photo: Patrick

With a mature rain garden in place, you'll want to turn off the television on a warm summer evening and delight in the spectacle of visiting birds, frogs, dragonflies, swallowtail and monarch butterflies, and (at night) fireflies that will be drawn to plants that thrive in a moist environment.

Imagine stepping outside to fetch the morning paper just in time to witness a blue heron lift itself gracefully into the air from your rain garden. It's more likely than you might think. Your decision to build a rain garden to absorb water runoff from roofs, driveways, and lawns not only benefits the environment but can help diverse wildlife thrive, potentially opening up your yard to a feast of visual pleasures.

Rain gardens have been around for about 15 years, gaining popularity more quickly in the Midwest and West. They are shallow generally basin-shaped depressions designed to collect rainwater and allow selected plants, bacteria, and soil to naturally filter and remove pollutants from the water as it soaks into the ground.

The term "pollution" for most folks conjures

Chickadee from top; Darter from an Austin, Texas, rain garden; two views of a rain garden created by WASH & Associates of Denver, Colorado; Water-loving dragonflies are a common sight in rain gardens.



46 Lake Murray-Clemson

Courtesy of WASH Associates, Inc.



Courtesy of WASH Associates, Inc.

sketches

Pontoon classroom



Top: The various campers board DHEC's full-body boat.

Above: Bill Blackston (center) explains the impact of pollutants on the Saluda watershed.

Above right: The 4-H2O Class of 2008.

48 Lake Murray-Clemson

The 4-H2O Poonson Classroom, a unique weeklong annual summer camp for children, effectively combines outdoor adventures in and on the water with classroom activities, homework, sports, and lessons on the history of Lake Murray and on protecting and preserving our environment.

Sponsored by the South Carolina 4-H Youth Development Program and the Clemson University Cooperative Extension Service, the camp is offered each summer for 20 area youngsters ages 10-12. Of the campers this past June, eight were repeaters.

Evening camper Kaitie Cousins said she had so much fun last year she couldn't wait to sign up again. This year, she learned some new things, including the importance of wearing life jackets and safety in the water.

Every camper came away with lasting impressions and new knowledge.

"I learned about pollution and water runoff," said first-time camper Colin Anderson. "I never knew how bad it is. Trees help stop the problem."

Colin said he'd like to return next year. "I know it's learning, but it's really fun. And at school, there are no swim breaks!"

Another camper, Kelsey Burch, said she wanted to go back because "I like nature and needed to do something for the summer. My grandmother went to 4-H camp, and I wanted to try it."

Kelsey enjoyed a variety of activities and picked up some swag, too.

"I learned how many gallons of water are in the lake - 7.2 billion gallons!" she said.

The primary instructors for the camp were Pamilee Gay, 4-H coordinator for Lexington and Richland counties; Bill Blackston, area watershed agent for Clemson University; and Lyane LaSalle, coordinator of the new Department of Health and Environmental Control's Champions of the Environment program.

The Clemson Extension Service established the 4-H2O Poonson Classroom in 1999. From the beginning, the Lake Murray Association, DHEC, and SCE&G have been partners in the program. This year's partners also included The Lexington County Sheriff's Department, South Lake Marine, the Coast

Guard Auxiliary, Trout Unlimited, Lexington County Soil and Water Conservation District, Sportsman's Warehouse, DeLorme Ann, owner of Stripper Delight Lure Company, and 4-H volunteers.

4-H volunteer Rachel Senfield and Ben Knight pitched in to help with instructional and recreational activities, while White Knoll High School student Tandra Benne was on hand every day as lifeguard.

"4-H2O is a great program that gives young people the chance to learn about water quality and how clean water preserves aquatic life, safeguards our health, and allows for great recreational activities," LaSalle said. "My hope is that, after they take part in this fun learning experience, they do their part to protect this precious resource."

Gay said the campers call her "The General" because she keeps everybody in line. Every year brings an excellent group of children, she said. But to maintain high quality, the classroom always is limited to no more than 20 campers.

To maximize the campers' exposure to the lake, staging areas were located on both sides of the Lake Murray Dam. Lake Murray Association member Rich Kidder continued pontoon and boat captains, also from the LMA, to carry students in their pontoons, launching from the Imbo shore, for activities on the lake.

This year's campers were ferried to Fobells Island, headquarters of the Coast Guard Auxiliary, and to the Lake Murray Marine Patrol Headquarters on Bundrick Island, where they swam, picnicked, participated in a "crisis count," observed DHEC's electric shock box, and built a wood duck box.

On Bundrick Island, Clemson Extension environmentalist Powell Smith helped the students identify creepy crawlies for the "crisis count." He had gathered samples from four different ponds the day before for the children to examine up close in dishes of clear water.

"Ooh! What's that?" one camper asked.

"It's a backswimmer," Smith explained. "It swims on its back."

Another exclaimed, "I've got a hair that's moving."

"No," Smith said. "It's a worm. ... You're





General Public

Lead Provider	Activity	Location and Date Delivered
Clemson	bill stuffers	As needed
MS4's	Newsletters	Throughout the year
Lexington	County Scoop	
Cayce	Sunrise News	

City Manager's Update

Congratulations to our new Mayor Elise Partin. As we go forward from this election, may we all work together for the betterment of our City.



The Lexington Countywide Stormwater Consortium will host a Rain Garden Workshop and Installation at the City of Cayce Municipal Complex on December 3rd at 10 a.m. The event which is being co-sponsored by the City's Beautification Board is open to the public at a cost of \$15 per person. A box lunch and educational materials are included in the fee.

Rain gardens aim at using natural filters to combat pollutants from stormwater, which run off many impermeable surfaces such as roads, parking lots, and driveways. Fertilizers, oils, animal wastes, and other man-made pollutants can make their way into nearby streams and rivers and eventually make their way into larger bodies of water, contaminating main water sources. In a rain garden, plants absorb nutrients, conserve water, and help break down these pollutants while also serving as a beautification tool.

The workshop is scheduled to be an informative session followed by actual installation of a rain garden at the creek adjacent to the Cayce Public Safety Complex.

For information and to sign up, please contact Bill Blackston of the Clemson Extension Service at 803-359-8515.

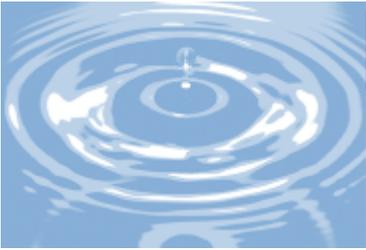
Best wishes for a wonderful holiday season!
John Sharpe, City Manager

We all live downstream.

Rainwater that runs over the land can pick up dirt, oil, pesticides, bacteria, and fertilizers and wash them into our ditches, rivers, and estuaries. This form of pollution has become America's greatest threat to surface water, and is known as **STORMWATER POLLUTION**.

Learn more about what you can do to prevent stormwater pollution online at carolinaclear.clemson.edu.

LEXINGTON COUNTYWIDE
STORMWATER CONSORTIUM



General Public

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
CCU	Create a professional-looking traveling exhibit for festivals and educational exhibits.	Fall 2006 Ongoing	N/A	Clemson

The Lexington Carolina Clear program purchased a mobile table top display that can be checked out upon request by any LCSC member for use at educational events within the county or regional area. Educational material is consistently updated for use in displays or brochure holders which can be modified to suit audience or format.

A workshop was held for the LCSC members on how to assemble and utilize the exhibit board.



General Public

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium

Youth / K-12 / Teachers

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Clemson	4H20 Pontoon Classroom on Lake Murray	June 9-13	20	DHEC, Family Community Leaders



Lexington	Elementary schools - Pet Waste Program	August 08		
Public Works	Lex. Construction Program—Midlands Workforce			



4-H20 Pontoon Classroom teaches value of clean water

By Diane Palmer

Pollution of our lakes, rivers and streams continues to be a concern in our state. Education is the key to teach children the consequences of not keeping our waters clean.

They are beginning to learn the value of clean water in a hands-on science inquiry program called the 4-H20 Pontoon Classroom. The 4-H program builds practical knowledge of local water resources and teaches field, analytical and critical thinking skills.

Twenty children, ages 10-12, attended a week-long camp at Lake Murray in Lexington County this summer. The camp combined outdoor adventures in and on the water with classroom activities, sports, homework and lessons on the history of Lake Murray and on protecting and preserving our environment.

"I learned about pollution and water runoff," said camper Colin Anderson. "I never knew how bad it is. Trees help stop the problem."

For more information: Paulette Gay, 803-359-8515, pgay@clemson.edu.



Photos by 4-H

Youth / K-12 / Teachers

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium



Elected & Appointed Officials

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Clemson and the Consortium Members	Resolution Signing and Media Kick off	February 26, 2008	59	N/A



This event signified the unification of the local MS4's into a regional educational approach as well as a Kick Off day for the medias to note that Lexington County is moving forward.

Elected and Appointed Officials

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium



Professionals: Contractors & Engineers

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Lex. Public Works	Planning and implementation workshop on structural stormwater quality treatment strategies	Lexington Public works	Public works staff	N/A
Soil and Water Conservation	Tree Care Workshop	Jan. 29, 2008	65	Lex. Public Works Clemson

May 08 - Pervious concrete installation demonstration at the Lexington County Public Works Department Building.



The utilization of pervious concrete allows rainfall with air pollutants to penetrate the concrete and filter through the soil naturally where it is cleaned before entering subsoil water systems. This is opposite from nonpervious surfaces where water will run off into culverts, ditches and streams and therefore put pollutants into our watershed systems.

Professionals: Contractors & Engineers

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Clemson	Conduct Certified Erosion and Prevention & Sediment Control and Inspector Program (CEPSCI) and give examinations for certification	Lexington and Richland Counties	366	DHEC and DOT
Clemson	Certified Stormwater Plan Reviewer (CSPR) courses) and give examinations for certification	Lexington and Richland Counties	46	DHEC and DOT



&

Certified Stormwater Plan

Protecting South Carolina's streams and lakes

By Tom Lollis

Construction contractors are learning to protect the state's valuable water resources through Clemson Extension training programs. These programs teach best management practices to prevent erosion on construction sites and to keep sediment out of streams and lakes.

"If sediment is not contained, it can reduce water clarity, smother aquatic habitat and carry pollutants into surface water," said John Hayes, Clemson professor of agricultural and biological engineering.

One program, S.C. Clear Water Contractor, teaches construction industry and state agency personnel the practices needed to comply with federal and state regulations on construction site runoff.

A second program began last fall at the request of the S.C. Department of Health and Environmental Control (DHEC). This program certifies inspectors to ensure that erosion prevention and sediment control practices are in effect on construction sites greater than one acre, as required by federal regulations. Clemson University is the only organization in the state providing the training needed for certification.

The inspectors' program teaches the most effective erosion and sediment control practices for various types of terrain. Instructors use digital video to teach inspectors how to review grading plans and use actual grading plans to teach best management practice details and how to conduct effective field inspections.

"We don't have the capacity to educate every



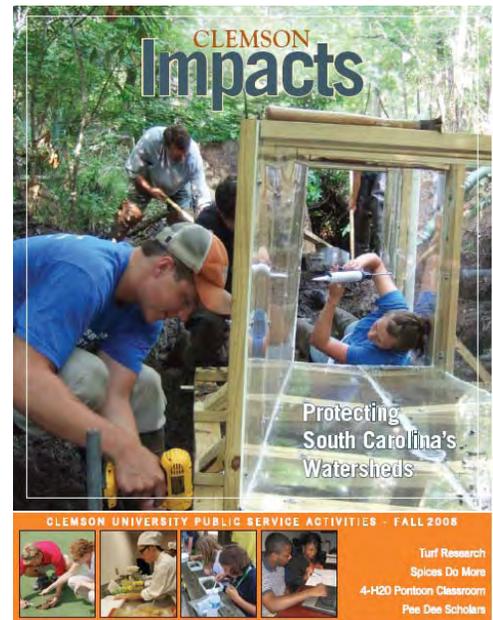
Cal Sawyer inspects a construction site for compliance with erosion prevention practices to water quality in the state's streams and lakes.

single person in construction in the state," said Cal Sawyer, Clemson Extension water quality coordinator. "That could be tens of thousands of people. By educating the inspectors, however, Clemson connects to every regulated construction site in the state."

Dwayne Creel, DHEC's manager of the Stormwater, Agricultural and Dams and Reservoir Safety Permitting Section, agrees. "This is a perfect example of state agencies working together. Clemson organized the coursework and written certification exam with the help of DHEC, the office of Ocean and Coastal Resource Management and the S.C. Department of Transportation."

More than 1,000 inspectors and 800 construction professionals have been trained in these programs since 2003. Jason Gillespie, stormwater management director for Greenville County, has seen a striking difference in erosion control measures as a result of these programs. "Ignorance of the law is no excuse, but until these programs, it was a reality on a lot of sites," he said.

For more information: www.ces.clemson.edu/13/cepSCI/



The pass rate for the course was 78%, which was slightly lower than the overall program average which is generated throughout the state. The format of course delivery and certification exam on the same day was not considered successful based on participant feedback, so it returned to its previous format.

In December 2006, the CEPSCI program received the highest Team Award given at Clemson University. A complete profile of the program and where to go for further information is included in Appendix A.

Professionals: Contractors & Engineers

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Joint Collaboration Ownership	Low Impact Development (LID) and Midlands Urban Conservation Committee (MUCC)	Called Meetings	Local Agencies and Governments	
COLT	Community Open Land Trust , Green Tools for the Bottom Line” Conference	April 3, 2008	85	Clemson, Conservation District



Conference
April 3, 2008

Ensuring Conservation, Encouraging Practical Development

Green Tools For Your Bottom Line

The Cost Benefits of Going Green

[Overview](#) | [Agenda](#) | [Sessions](#) | [Register](#) | [Sponsor/Exhibit](#)

C.O.L.T.
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The mission of Community Open Land trust is to protect undeveloped open areas, scenic views and vistas for the benefit of the community.



“Community Open Land Trust is fortunate to have a strong partnership with Bill Blackston and the Lexington Carolina Clear program. Through many joint ventures, training and educational programs, our collaborative efforts have made a positive impact in furthering the knowledge and implementation of low impact development principals statewide.”

Sue Green, AICP

Executive Director

Community

Open Land Trust

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Professionals: Contractors & Engineers

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium



Homeowners

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Clemson	Master Gardener Program	Regional Educational Program	515	Past Certified Master Gardeners
Clemson	Articles in "The Green Sheet" and "And Sow Forth"	Lexington and Midlands		
Clemson	Midlands Master Gardener Association Symposium—Stormwater / Rain gardens	March 2008	350	Master Gardeners
Clemson	Agricultural Science Assistants—Recommendations on fertility and pathological issues in the home landscape	250 days per year	4,852	

The Master Gardener program, coordinated regionally through the efforts of Clemson University's Environmental Horticulturalist Vicky Bertagnolli, is an award-winning program which focuses on holistic and environmentally-sustainable practices. Currently there is a Lexington Master Gardeners Association as well as Midlands Association. Each of these two organizations have newsletters, "The Green Sheet" and "And Sow Forth" respectively.

Rain Gardens have become one of the hot button topics for homeowners since it can be seen as a beautification project and at the time reduce pollutant runoff coming from nonpervious surface.

"Given that up to 70% of pollution in streams, rivers, and lakes comes from stormwater runoff, any size rain garden will help to improve water quality and aquatic habitat. Additionally, increased groundwater recharge relieves strain on water treatment facilities while preserving the natural hydrology of the landscape."

Dan Hitchcock, PhD

Assistant Professor, Clemson University

Baruch Institute of Coastal Ecology and Forest Science

Clemson University Public Service Activities
Carolina Clear
November 2008

RAIN GARDENS

A RAIN GARDEN MANUAL FOR SOUTH CAROLINA

GREEN SOLUTIONS TO STORMWATER POLLUTION

As development increases, so does the area of impervious surface. Impervious surfaces include roadways, rooftops, parking lots and sidewalks. Without planning and appropriate management, water that runs over these surfaces picks up pollutants along the way and carries them directly to our lakes, rivers and estuaries. These pollutants include bacteria, nutrients, litter, sediment, oils and metals. Water that heats up on parking lots and roadways also can lead to warmer than normal water entering nearby waterways. This runoff, called "stormwater," is generated by precipitation, snow melt and irrigation water that runs off the land. Stormwater is the greatest threat to our nation's surface waters.

As well as creating hard surfaces where pollutants can be washed into waterways, impervious surfaces also prevent the natural infiltration process that occurs in forests, fields and open areas. Instead of adding to the groundwater supply, stormwater flushes the landscape, often leading to increased flooding, erosion, sedimentation and damage to wetlands, ecosystems and waterways.

Rain gardens have become a popular and attractive method for property owners to decrease the impact of their impervious surfaces. Rain gardens are landscaped depressions that receive stormwater runoff and allow the runoff to slowly infiltrate to the groundwater table. As well as intercepting stormwater runoff that could have added to flooding problems, the rain garden allows nature to play a role, removing some of the pollutants that would have otherwise affected water quality. During infiltration, plants use excess nutrients for growth, sediment is trapped in the garden and biological processes remove pathogens. Dissolved metals and nutrients bind or adsorb to soil particles, and are removed temporarily out of the system. Rain gardens, like any garden, also become habitat for bees, birds and butterflies.

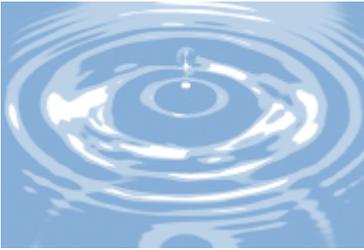
Many other stormwater management techniques address only a portion of the problems caused by stormwater runoff. Rain gardens, however, have the potential to solve all of the problems of stormwater runoff before they occur.

Kevin Beutell
Stormwater, October 2008

Homeowners

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium



Agriculture

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers In-
Clemson	CAMM—Confined Animal Manure Management Program	2	95	All
Clemson	Integrated Crop Management ICM—Horticulture Crops	Year long	338	
Clemson	Integrated Crop Management ICM—Agronomic Crops	Year Long	800	

The CAMM program is a certification program that confined Livestock owners must take and pass test to receive required educational credits. This reinforces the utilization of manures back on the land will be done correctly at recommended loading rates and proper times.





Conclusions for Year 1 (07-08)

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Carolina Clear LCSC	The Lexington Countywide Stormwater Consortium	11 business meetings	varied LCSC members per	All MS4's and Educational Partners

The emphasis of the consortium in year 1 was to build a unified organization and to give ownership while empowering its members. This organization was to be inclusive of MS4's as well as appointed representatives along with agencies and other educational entities. During the regular business meetings we have moved around the county to the different municipalities and therefore sharing resources. The hosting MS4 had the responsibility to take minutes and deliver them back to the Extension office for distribution and archiving.

Two listserv systems were built on the Clemson mainframe to allow email communication to both the core committee as well as the educational partners. With this tool members could share information and ask questions of the entire group with one email address. This has also allowed us to multiply marketing efforts for educational programming by utilizing distribution list within the different members mail systems.

During the year we have constantly addressed and modified the strategic educational plan that will lead us over the next 4 years while keeping our goal and objectives of the LCSC constant.



Conclusion



Conclusions for Year 1 (07-08)

Lead Provider	Activity	Location and Date Delivered	Number of Participants	Other Providers Involved
Carolina Clear LCSC	The Lexington Countywide Stormwater Consortium	11 business meetings	Office staff	All MS4's and Educational Partners
Clemson	Predevelopment work of LCSC logo	Winter 2008		All LCSC members

As we move forward into the new year it will bring a media campaign that includes TV, Radio, bill board and web based education through our Carolina Clear web pages. We will also introduce the implementation of a new database system to retrieve educational events information that will be consistent among the educational providers.

The data fields under consideration were reviewed by entities within the Department of Health and Environmental Control, including those involved with permitting and compliance. The database will be searchable by such fields as target audience, program date, primary education provider, and location. The net result of implementation will increase productivity and more importantly, provide an increased level of information to our partners and the regulatory community.

LCSC remains committed to public education and outreach through helping citizens understand stormwater issues while preserving the quality of their water within our watershed. While doing this we will continue work for participation and involvement.



Conclusion



Appendix A - CEPSCI Information



Formed only a couple of years ago, the Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) Team has created and implemented a unique program where affected individuals are impacting nearly every construction site greater than one (1) acre throughout South Carolina. Given that developed land area in South Carolina has increased 750,000 acres over a 10-year period and shows an accelerating trend, it is imperative that knowledgeable personnel are assessing the environmental

condition of land disturbance on a consistent basis. CEPSCI-certified individuals have the responsibility to ensure the protection of the State's valuable water resources by taking information, techniques and practices obtained during the course and applying them in field situations.

CEPSCI also serves as a model for fostering new clientele yet following the long-standing traditions of Extension. Research on erosion prevention and sediment control conducted at Clemson University is routinely transferred to the design and construction industry by the most appropriate methods to convey technical information. Recognizing and addressing needs of the construction industry and the enormous economic impact of development in South Carolina was a significant driver of Team activities. The CEPSCI Team included contributing individuals who cut across the academic and public service sectors of the University.

The CEPSCI program has three primary objectives: 1) educate candidates on the proper installation, maintenance, and inspection of erosion prevention and sediment control measures at construction sites; 2) create an interactive forum where participants are informed of new regulatory requirements and their responsibilities related to full compliance; and 3) provide DHEC-approved training and programmatic infrastructure necessary for a robust environmental certification program.

In order to maintain their inspector certification, each individual must complete continuing education courses which will provide additional opportunities for training. This recertification process ensures a continuing relationship between research institutions and the growing construction industry.





Appendix A - CEPSCI Information

Affected clientele were deeply involved in the development of all aspects of CEPSCI planning. Information on proposed curricula and course delivery was drawn from multiple public and private sector partners including the SC Department of Health and Environmental Control (DHEC), the SC Department of Transportation, the US Environmental Protection Agency, the SC Association of General Contractors, and the SCANA Corporation.

Significant regional and national interest has also been generated through program implementation. Summary presentations have been requested and given in ten (10) states throughout the Country. The CEPSCI course has also opened opportunities for instructors to be interviewed on statewide public radio and television as experts for a forum related to the proposed I-73 corridor construction project. Team members also routinely field inquiries from local and statewide press on a variety of stormwater issues.

Each CEPSCI event is evaluated by participants, and results provide Team members with valuable information used to refine the program. Over 96% of inspector candidates indicate information presented during the course was useful and that they learned something new from the material provided. Further, and perhaps most important, 72% of participants indicate they will begin using the techniques and practices presented to them within one (1) month, and 80% within three (3) months. While some open-ended written comments about the course and the instructors were humorous (“Offer beer and pizza”), others provided insight as to when the program information would be used (“In a New York minute”). Additional responses demonstrated how the program was received (“CEPSCI program is a great venue for governmental, developing, contracting and supply entities to come together and gain common knowledge for the successful completion of today’s construction projects”).

In closing, CEPSCI creates a distinctive opportunity for educated and trained personnel to have their footprint on virtually all significant construction sites in the state for the foreseeable future.

“Following several planning meetings as early as July 2004, it became apparent that the CEPSCI Team would be able to address our educational needs, due not only to their expertise in erosion mechanics and sediment transport, but also to the logistical infrastructure they brought to the table. Today over 900 SCDOT employees and contractors have participated in the CEPSCI program.”

Ray Vaughn

Storm Water Manager

SC Dept of Transportation

Appendix A - CEPSCI Information



Home Builders Association of South Carolina

1419 Pendleton Street, Columbia, SC 29201
Telephone (803) 771-7408 • Facsimile (803) 254-5762
www.hbaofsc.com

One Vision...One Voice



October 12, 2006

Dr. Fran Wolak, CCO
Clemson Cooperative Extension Service
103 Barre Hall
Clemson University
Clemson, SC 29634

Dear Dr. Wolak,

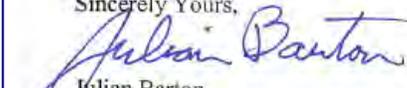
It has come to my attention that the Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) program has been nominated for this year's CU Extension Team Award. I can think of no group more deserving of this honor!

I had the pleasure of working with the CEPSCI team during the recent implementation of the new DHEC Storm Water regulations. During the negotiations with DHEC, we pushed hard to have the CEPSCI certification program included in the regulations to give our builder members other options. This turned out to be one of the best things we ever did. When DHEC finally got the green light to proceed with implementation, there was a mad scramble in the regulated community to get the CEPSCI certification. It was imperative that we get as many home builders certified as quickly as possible.

This is when the CEPSCI team really stepped up to the plate. Working closely with Cal Sawyer we were able to schedule a number of seminars across the state in short order. We worked with CEPSCI to advertise the seminars and the response was tremendous. Every time CEPSCI opened another seminar it was quickly sold out. The CEPSCI team even offered to hold seminars on the weekend! I attended one of the seminars and was impressed with the quality and hands-on-nature of the course. It was clear to me that you really had to know what you were doing to get CEPSCI certification.

Occasionally in our professional lives, we have an opportunity to really step up to the plate and knock a homerun. In the summer of 2006 the CEPSCI team did just that. Their commitment, professionalism and teamwork provided an invaluable service to the home building industry, state government and the citizens of South Carolina. On behalf of the home builders of SC, I whole heartedly support the nomination of the CEPSCI team for the prestigious CU Extension Team Award. They truly are a team!

Sincerely Yours,


Julian Barton
Director of Governmental Affairs
Home Builders Association of SC

Appendix A - CEPSCI Program Information

FY 07-08 Annual Report
Lexington Countywide Stormwater Consortium

Appendix A - CEPSCI Information



Friends Of Lake Keowee Society

Good neighbor families, working to keep Lake Keowee clean, safe and beautiful



Phone: (864)-882-3655

www.keoweefolks.org

4065 Keowee School Road

Email: keoweefolks@charter.net

Seneca, SC 29672

OFFICERS

Ben Turetzky – President
Bob Swank – 1st VP
Tom Berenz – 2nd VP
Bill Miller – Secretary
Terri Graham – Treasurer
Dick Millward – Past President

Dr. Fran Wolak, COO

Clemson Cooperative Extension Service
Clemson University
Clemson, SC 29634

October 11, 2006

BOARD OF DIRECTORS

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Dear Dr. Wolak:

The Friends of Lake Keowee Society is a thirteen year old 501c3 watershed organization dedicated to preserving and protecting Lake Keowee and its watershed from the negative effects of rapid development around the Lake. We are very appreciative of the work done by the SEPSCI Team in furthering our mission and therefore offer this letter in support of their nomination for the Clemson University Cooperative Extension Service Team Award.

Their impact on our organization and individual homeowners and property owners in this watershed started with presentations at our Public Forums where they provided information on soil erosion prevention and sediment control. This led us to enroll two FOLKS members in a SEPSCI training session in Greenville: one was a FOLKS Ombudsman and the other was a member who also serves on the Keowee Key CARE Committee. There were two separate and distinct impacts from this experience; the first being that the capability of the ombudsman to help mitigate the effects of poor BMP implementation on construction sites throughout the watershed; the second being a transfer of knowledge to a volunteer group in Keowee Key (CARE) that oversees construction within this retirement community.

As a direct result of the information obtained at the SEPSCI course, Harry Berndt transferred knowledge to the other members of the committee. Among the improvements that were made was the requirement of crushed stone construction site entry-ways, a greater concentration of silt fence installation and maintenance, and requirements for ground cover during construction on steep building sites.

The next important escalation occurred on October 10th when John and Cal made a presentation to the KKPOA (Keowee Key Property Owners Association) and the new Community General Manager – Kevin McCracken. In this highly interactive meeting, we believe the stage has been set for this community to tighten up even further on challenging single home construction, most of which is now on steep terrain, much of which is lakeside.

The result of their outreach work has been a greater awareness of the problems associated with home construction in challenging terrain and an awakening of the need to implement BMP's.

Our forward plan is to migrate this learning to the over-one-hundred communities around the lake where there are HOA's who are empowered to oversee the continuing development of their communities. The ultimate net effect of their efforts will be a significant increase in protection of the Lake and its watershed.

Ben Turetzky, President

Appendix A - CEPSCI Program Information

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium



Appendix A - CEPSCI Information



October 13, 2006

Dr. Fran Wolak, COO
Clemson Cooperative Extension Service
Clemson University
Clemson, SC 29634

Dear Dr. Wolak,

It is my pleasure to formally nominate the **Certified Erosion Prevention and Sediment Control Inspector Program (CEPSCI)** for a 2006 Clemson University Cooperative Extension Service Team Award.

As far back as 2003, Clemson Extension faculty began conducting general erosion and sediment control education classes in response to requests by the SC Department of Transportation (DOT). By 2004 the Department of Health and Environmental Control (DHEC) had issued draft language outlining significant changes to the way construction would be permitted throughout South Carolina. This language included a provision requiring all sites greater than one (1) acre to be inspected by "qualified" individuals. DHEC had neither personnel nor infrastructure to provide the education necessary to certify contractors and regulatory staff. This dilemma provided the impetus for DHEC, DOT and others within the regulated community to approach Clemson Extension about creating, delivering and administering an erosion and sediment control inspector certification program to meet this critical requirement.

The CEPSCI Team responded to this considerable challenge by developing and implementing a program designed to educate field personnel about proper installation, maintenance, and inspection of erosion prevention and sediment control measures on construction sites in accordance with the new regulations. While initial estimates from DOT and DHEC placed the potential number of inspectors between 700 and 1000, the true numbers would be far greater. In fact, as of September 2006, the CEPSCI Team has conducted courses for over 3,000 individuals in numerous cities across the state. In addition, several hundred applicants are already registered to take scheduled courses in late October and November.

In my opinion, this Team and the CEPSCI effort places Clemson Extension squarely in front of a very non-traditional audience, many of whom have had no exposure to university educational programs. The conditions they face on construction sites demand real-world solutions to comply with permits and avoid substantial penalties. Evaluation comments I have read indicate that participants believe instructors are providing the knowledge and techniques needed to respond to problems and create effective solutions that protect important water resources.

The Team Award is meant to recognize significant achievements resulting from the type of collaboration that reflects favorably on the Extension Service and Clemson University as a whole. Not only has the CEPSCI team implemented a program that exemplifies PSA's Environmental Conservation mission, but they have attracted and will sustain a new category of clientele whose continuing education will benefit all South Carolinians.

Respectfully submitted,

William H. Allen, Chair
Department of Agricultural and Biological Engineering



Appendix A - CEPSCI Program Information

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium

Appendix B-1

EXHIBIT B Contractual Agreement between

CLEMSON UNIVERSITY and THE COUNTY OF LEXINGTON

PUBLIC awareness and education about natural resources is crucial in the process of protecting and improving water quality. Clemson University (Clemson) and The County of Lexington (Lexington), a body politic and corporate and a political subdivision of the State of South Carolina, will educate general and targeted audiences in order to comply with Phase II Clean Water Act: Storm Water Education, more specifically, the first two minimum defined requirements of public education and public involvement.

NOW, the parties agree as follows:

1. Clemson will provide public education and outreach in order to promote public participation and involvement concerning stormwater. The educational programs will include components designed for youth, homeowners, horticulturalists, and community leaders. This effort will be delivered through various means, which may include seminars, workshops, publications, Internet, self-study and certificate/license training. They will be held at various Clemson and other available facilities in order to reach diverse audiences. Such instruction will include the furnishing of information brochures, instructional manuals, and similar materials, as deemed appropriate by Clemson University and the participating entity.
2. Lexington will provide audience demographic characteristics of the desired audiences for public involvement, or the program will be presented as outlined in 4 a-1.
3. Clemson will raise public awareness using a mass media approach. Radio and television public service announcements, newspaper articles, stories and advertisements, and publications are among the outlets considered for use in this effort.
4. Each of the public-related activities described below will be part of the base program on a yearly basis, will target a specific audience (highlighted in **bold**), and consist of the following activities subject to modification with the approval of Lexington, Clemson, and South Carolina DHEC based on stakeholder input after each regional meeting of stormwater managers.

6.1 Termination for Non-appropriations: If the County of Lexington Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County.

7. An Annual Work Plan shall provide activities distributed through each year.
8. Clemson is insured by the State Insurance Reserve Fund pursuant to the State Tort Claims Act. Lexington is insured by the State Insurance Reserve Fund and carries General Tort Liability Coverage with a limit of liability of \$1 million dollars per occurrence, but such coverage is limited for claims under the South Carolina Tort Claims Act to \$300,000.00 per person per occurrence and \$600,000.00 per occurrence as set forth in S. C. Code Section 15-78-1200.
9. The parties agree that each shall be responsible for the negligent acts or omissions of its own officers, employees and agents and that neither is responsible for the negligent acts or omissions of the other's officers, employees and agents in the performance of the requirements of this agreement.
10. This contract is subject to the terms and conditions of that certain MOU between Clemson University and The County of Lexington, dated May 8, 2007, which are fully incorporated herein by reference.


John Kelly, Vice President
Vice President for PSA
5/23/07
Date


Sheila R. Fulmer, Procurement Manager
The County of Lexington
5-14-07
Date

Clemson will:

- a. Coordinate with the County of Lexington to provide support and programmatic information related to submittal of updated Notice of Intent for coverage under the Phase II NPDES MS4 Permit.
 - b. Work with regional association of **stormwater managers and local decision-makers** to update, plan and determine priority areas from permit cycle to permit cycle,
 - c. Develop and provide two (2) bill stuffers appropriate for inclusion with water and utility bills or as special mailings for **homeowners, renters and businesses**.
 - d. Plan, develop and present at least four (4) **community seminars and public programs** throughout the county with emphasis on storm water education,
 - e. Create at least four (4) news articles for the **general public**,
 - f. Plan and present the Carolina Yards and Neighborhoods or other similar Master Gardener-driven program(s) for **individuals and families**. Distribute and/or provide materials for distribution as part of workshops or through other means.
 - g. Implement E-Learning to include establishing a website so that information about the stormwater education program is readily available to the **public**, with impact collection capabilities,
 - h. Provide at least two (2) **youth** programs per year within The County of Lexington such as
 - i. Adopt-A-Watershed which uses a local watershed
 - ii. Paint-the-Drain (either by stenciling or small signs on storm drain inlets)
 - iii. 4-H Wetlands Project explores estuaries, marshes, and swamps
 - iv. 4H₂O Pontoon Classroom
 - v. Enviroscope
 - i. Present at least one (1) program which addresses proper disposal of household hazardous wastes by **homeowners and renters** while minimizing threats to water resources.
 - j. Provide at least one news article per year on aquatic systems management and BMPs to target **homeowners, golf course managers or workers**, and the **general public**.
 - k. Mass media outlets will be utilized to provide state-wide education programs: "Your Day" (3) and "Making It Grow" (3).
5. Clemson will provide accountability statistics for each of the activities. The statistics will include the following accomplishment indicators.
 - a. Number of educational programs and activities conducted.
 - b. Number of people completing educational programs.
 - c. Number of people receiving information through "non-program" contacts such as telephone, office, visits, web-site contacts, visual and print media.
 6. Lexington shall provide payment in the amount of \$50,000.00 annually for the base program made in equal quarterly payments. Fees for additional services will be negotiated based on cost. These costs are based on the population of each MS4, county and/or defined area(s).

**JOINT RESOLUTION ADOPTING A REGIONAL WATERSHED
STORMWATER EDUCATION STRATEGY**

WHEREAS, population growth, residential and industrial development, and the resulting changes to the landscape have led to stormwater quality and quantity concerns throughout Lexington County Watersheds, and

WHEREAS, these impacts cannot be entirely avoided or eliminated but can be minimized; and

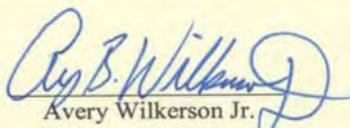
WHEREAS, it is currently recognized that control of stormwater quantity and quality is most effectively implemented when people and organizations understand the related causes and consequences of polluted stormwater runoff and flooding, and the actions they can take to control these, and

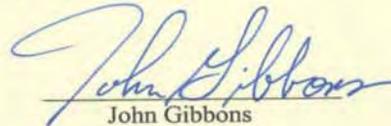
WHEREAS, the need arises not only from the regulatory requirements of EPA NPDES Phase II Stormwater rules, but also from the recognition that local decision makers, citizens and elected officials will require more than a rudimentary grasp of stormwater pollution and flooding concerns in order to make effective decisions that will have a positive impact on stormwater issues, and

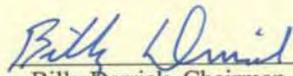
WHEREAS, the development and implementation of effective, outcomes-based stormwater education and outreach programs will meet the related federal stormwater pollution control requirements and those of the communities they serve,

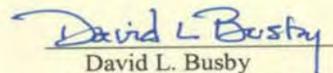
NOW, THEREFORE BE IT RESOLVED that the county of Lexington in full cooperation with the municipalities of Cayce, Irmo, Pine Ridge, South Congaree, Springdale, Town of Lexington, and West Columbia fully supports the development and implementation of a regional watershed stormwater education strategy. Efforts will be overseen by the **Lexington Countywide Stormwater Consortium (LCSC)** and their respective municipal and county representatives. This approach seeks to coordinate use of local resources and expertise to achieve economy of scale by jointly addressing common needs of the cities and counties and provide uniformity in educational message to enhance learning.

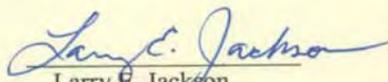
ADOPTED this 26th day of February, Two Thousand and Eight.

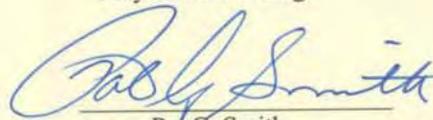

Avery Wilkerson Jr.
Mayor of Cayce

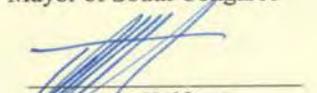

John Gibbons
Mayor of Irmo

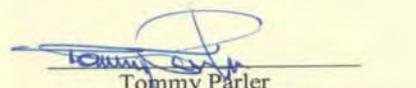

Billy Derrick, Chairman
Lexington County Council


David L. Busby
Mayor of Pine Ridge


Larry E. Jackson
Mayor of South Congaree


Pat G. Smith
Mayor of Springdale


Randy Halfacre
Mayor of Town of Lexington


Tommy Parler
Mayor Pro-Tem of West Columbia

Appendix B - Resolution

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium

Appendix B-3

Lexington Countywide Stormwater Consortium Year 1 (2007-08) Education Plan of Work with Examples

General Public			
Lead Service Provider	Activity--Program (<i>Italics include participation elements</i>)	Target Geography/ Land Use	Target Pollutant
Clemson CES	Develop website for Lexington Countywide Stormwater Consortium--with links to partners and programs.	All	All
Clemson CES	Public Service Announcements for Radio, Television and Print (target audience and target pollutant will vary)	All	All
Keep the Midlands Beautiful	<i>Adopt-A-Waterway</i>	all	all
Keep the Midlands Beautiful	<i>Coordinate activities with Keep America Beautiful (River Sweep, etc)</i>	State/County Roads	Litter
Clemson CES	Develop and provide one (1) digital copy of a bill stuffer appropriate for reproduction and inclusion with water and utility bills or as special mailings.	Homeowners, Renters, Businesses	All
Clemson CES, Lexington County Public Works	Present WQ/Stormwater Displays for Fairs and Festivals [i.e. Earth Day] Identified 5 Fairs / events, CPAC Climate Protection Action Champaign	All	All
City of Cayce/Clemson CES	Produce WQ column for quarterly "Rediscover Sunrise News" newsletter	Cayce	All
TBD	<i>Examine feasibility of establishing volunteer monitoring program for pilot watershed</i>	TBD	TBD
Lexington County, Clemson CES	<i>County Scoop quarterly newsletter</i>	All	All
West Columbia, Cayce, Lexington Clemson CES	<i>Consumer Confidence Report (CCI) yearly report (Due April 1 each year)</i>	West Columbia, Cayce, Lexington	All
Lexington County, Clemson CES	<i>Lake Murray Columbia magazine</i>	All	all
Town of Lexington	<i>Lexington Channel 2 Advertisement, TWC viewing audience</i>	All	all
Lexington County	<i>Explore possibility of putting up signs at local watershed boundaries</i>		
Lexington County, Clemson CES	<i>Survey residents of Lexington County on Stormwater Issues, @ State level</i>	all	all
LCSC Team	<i>Speakers Bureau</i>	all	all
CPAC	<i>Green Business Certification</i>	all	all

Youth / K-12 / Teachers			
Lead Service Provider	Activity	Target Geography/ Land Use	Target Pollutant
Clemson CES	4-H2O Pontoon Classroom Summer Camps (ages 10-12)	All	All
Clemson CES	In Class or After School Water Quality/Stormwater/Enviroscape presentations	All	All
Collaborative	Look for ways to partner with online curriculum and teacher workshops for stormwater/water quality education - I.e. Greensteps Teacher/ Superintendent Involvement/Training	Public Schools	All
Collaborative		Public Schools	All
Lexington Stormwater	Lexington Kids Day		
Elected and Appointed Officials and Staff			
Lead Service Provider	Activity	Target Geography	Target Pollutants
Clemson CES	Continue involvement with MUCC and LID committees, COLT, Lexington Green Alliance	All	All
City of Cayce	Quarterly in-house newsletter / Enews		
Collaborative	In-house training opportunities	All	All
Clemson CES	Explore SCNEMO program workshops for local government officials (elected & appointed) and staff, focusing on NPS pollution, alternative management practices and incentives, and technical assistance/ guidance for better site design and planning.	All	All
State Addressing	Feasibility of presenting at municipal association and association of county; include articles in monthly newsletters		
Professionals: Contractors, Engineers, Developers			
Lead Service Provider	Activity	Target Geography	Target Pollutant
CLEMSON CES	Conduct Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) classes for MS4 staff as well as regional contractors	All	Sediment
Clemson CES	Conduct Certified Stormwater Plan Reviewer (CSPR) classes in Midlands area	All	Sediment
CLEMSON CES/ Lexington County Public Works	Conduct innovative stormwater practice workshop for design engineers. Topic could be stormwater wetlands, BRC, bioswales, bioretention, etc. Continue to explore Clemson White Sheet opportunities	All	TBD
	Lexington Public Works Newsletters and Email Regulation Education about updates of DHEC and EPA	All	All

Homeowners			
Lead Service Provider	Activity	Target Geography	Target Pollutant
CLEMSON CES	Conduct generic water quality workshops throughout the region	All	Sediment, Bacteria, Pesticides, Heavy Metals
CLEMSON CES	Conduct Carolina Yards and Neighborhoods workshops	Suburban/Urban	All
CLEMSON CES	Conduct rain garden installation workshop MS4's are to bring back location opportunities and funding sources	Urban	All
Lexington County	Examine feasibility of conducting training of homeowners in stormwater management inspection and reporting		Sediment, Bacteria, Pesticides,
Keep the Midlands Beautiful, Lexington County Solid Waste	Explore Storm drain stenciling projects		
Lexington County Recycling	Educate homeowners on the hazards of illicit discharges (motor oil recycling)		
	Septic tank education (S. Congaree quarterly newsletter)		
	Explore the possibility of educating realtors on stormwater management issues Explore the LEED certified realtors in area for interest	all	all
AGRICULTURE			
Bill	Explore agricultural education opportunities		
CLEMSON CES	Confined Animal Manure Management CAMM	all	all
LCSC Program Management			
Lead Service Provider	Activity		
Clemson CES	Coordinate Lexington Countywide Stormwater Consortium meetings to facilitate program development and implementation		
Clemson CES	Coordinate Kickoff Press Event with MS4s and Education Partners		
Clemson CES	Create LCSC Listserv to facilitate communication among consortium members		
Clemson CES	Create checkout procedure for Carolina Clear Table Top educational display		
Clemson CES	Develop Lexington Countywide Stormwater Consortium logo		
Clemson CES	Recruit additional education providers to broaden and enhance LCSC activities.		
Clemson CES	Implement customized digital database to collect and analyze LCSC programmatic information		
Clemson CES	Create LCSC Annual Report		
LCSC Team	Internal Stormwater Workshop- Enviroscope, Table Top Display, Power Point		

Appendix A - Education Plan of Work

FY 07-08 Annual Report

Lexington Countywide Stormwater Consortium

B

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.

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BLACK



BLACK with 60% screen



1 COLOR (PMS 293)



1 COLOR (PMS 293 with screen)



4 COLOR PROCESS (CMYK)



REVERSE





COUNTY OF LEXINGTON

SOLID WASTE MANAGEMENT DEPARTMENT

498 Landfill Lane
Lexington, SC 29073
Telephone: 803-755-3325
Fax: 803-755-3833

MEMO

To: Katherine L. Hubbard, County Administrator
From: David L. Eger, Solid Waste Management Director
Date: January 21, 2009
Subject: Discussion – Tire Disposal Program
Ref: Council Request for information January 13, 2009 Council Meeting

Purpose: Provide information on the existing Tire Disposal Program and discuss alternatives for residents.

Existing Tire Disposal Program

The existing County tire disposal program provides for the delivery of tires by residents and commercial firms to the Edmund Landfill. Tires received are charged a handling fee of \$1.50 per tire when the tires can easily be counted. Large loads of tires are charged the handling fee of \$150 per ton. Revenue derived from this charge funds the operating costs associated with the equipment for the tire processing operation. Disposal of the tires is contracted through a private company (US Tire) who currently charges \$88.80 per ton to haul and dispose of tires.

During Fiscal Year 2007-2008 approximately 35,000 tires were processed at the Edmund Landfill or nearly 488 tons. Approximately 1,000 tires were brought to the landfill by the Sheriff's Department Inmate Litter Crew and Public Works. The disposal cost was \$41,511.

The advantages of this program include:

- Direct delivery of tires to one central location
- Receipt of handling fee revenues to offset cost
- Limits free commercial tire disposal

Alternative Tire Disposal Proposals

The following are alternative programs with their Pro's, Con's and costs for Council Consideration:

Alternative I

Continue to receive tires at the Edmund Landfill and eliminate the \$1.50 per tire fee for homeowners only. Commercial delivery of tires would continue to be charged the handling fee.

Pro: Residents would deliver tires free and would accommodate situations where tires have been illegally dropped on their property or adjacent property or right-of- ways.

Con: Would reduce Annual County revenues (handling fee) by an estimated \$15,200, which would have to be funded by another revenue source, such as the General Fund.

Cost: \$15,200 (plus an additional \$90 per 100 tires collected for disposal fees).

Alternative II

Continue the existing program at the Edmund Landfill, but implement a Quarterly Tire Amnesty Day. The Amnesty Day would be scheduled for a Saturday, from 7:00pm to 2:00pm during each quarter. No commercial tires or disposal from commercial or retail establishments are permitted in the Collection and Recycling Centers nor would the tires be accepted free at the Edmund Landfill. Collection sites would include the Edmund Landfill, Chapin, Ball Park, Summit and Sand Hills Collection and Recycling Centers.

Pro: Provides free disposal of tires on a controlled time basis limiting the cost and more convenient locations to service the public.

Con: The estimated cost for program, assuming approximately 1,000 tires per quarter is \$ 6,600, including container pulls and disposal cost. In addition, the County would lose an estimated \$6,000 in handling fees.

Cost: \$12,600

Alternative III

Place roll-off containers for receipt of tires at all Collection and Recycling Centers that have room for the container. Eliminate the \$1.50 per tire handling fee at the Edmund Landfill for homeowners only. Commercial tires would continue to be charged.

Pro: Provides free disposal of tires at all Collection and Recycling Centers, as well as the Edmund Landfill.

Con: Will potentially increase the total number of tires processed by the County and will increase the cost of the tire program by an estimated \$ 78,600 (collection cost and disposal). Also reduces the revenue currently received for handling fees by approximately \$15,200.

Cost: \$93,800 – This cost is in addition to the current tire disposal budgeted cost.

cc: Joe Mergo, Deputy County Administrator

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.

COUNTY OF LEXINGTON WRECKER REGULATIONS

for Public Vehicles

The following regulations shall be followed by all wrecker services utilized by the
COUNTY OF LEXINGTON.

A. QUALIFICATION CRITERIA

1. All wreckers shall have appropriate safety equipment, fire extinguishers, warning devices, flash lights and all other equipment necessary to protect the motoring public and be equipped with amber flashing lights visible in all directions for a distance of 500 feet in normal sunlight. Such equipment shall be maintained in good working order. All authorized amber flashing lights shall be activated and wrecker operators shall wear reflective traffic safety vests while performing recovery operations or when circumstances are such that the vehicle(s) being transported create a potentially hazardous condition for other motorists.
2. Each wrecker service on the rotation list must place a sign on the driver and front passenger door of each of its wreckers indicating the company name, address, and telephone number of the zone to which it is assigned. This sign shall be painted on the doors of the wrecker or otherwise permanently affixed to the doors. The letters of the sign must be no less than two inches high. If the wrecker is registered in a name other than that of the wrecker service, the owner's name must also appear on the doors in letters no less than one inch high. All lettering on wreckers shall be plainly visible and shall be in a color that contrasts to that of the wrecker.
3. Each wrecker service on the rotation list must place a sign on the exterior of its business location clearly visible indicating the company name, telephone number, and business hours.
4. Each wrecker owned by any wrecker service on a rotation list shall be equipped at all times with a towing log. The towing log shall be continuously maintained by the wrecker service and shall accurately reflect all towing done by the wrecker service at the request of the County of Lexington. The design of the wrecker log will be dictated by the County of Lexington and shall not be altered. Upon request by the County of Lexington, the owner of the wrecker service shall promptly produce this towing log.
 - (a) Records. Each wrecker or towing service shall keep a record of the vehicle and license number, date and time it was towed and zone from which it was towed, itemized cost of tow and storage fees, name of the county officer ordering the towing, name of driver of tow truck, and whether the vehicle was impounded or towed at the owner request. An inventory of personal effects shall be provided to the county officer who orders the towing and a copy shall be maintained with such records. Designated county staff has the right to attend the premises and inspect the operation and records of towed vehicles, equipment and storage facilities, at any time at a reasonable hour during the duration of the contract.
5. Wrecker operators must display professional behavior when conducting any business at the request of the County of Lexington. Operator's staff shall at all times behave in a manner that will maintain the best possible public relations. The County has the right to require any driver or helper considered to be incompetent, not of good character, maintaining poor relations, or otherwise unsuitable, to be replaced forthwith with a person who can conduct themselves in a suitable manner.

6. Wrecker services and operators shall be familiar with and shall comply with the laws regarding solicitation from the highway. (Section 56-5-3180 of the South Carolina Code of Laws)

7. A new rotation list will be created each fiscal year (July 1 through June 30). A wrecker service desiring to be on the rotation list in the next year must apply in writing by May 1st and be inspected and qualified prior to June 30th. On June 30th of each year the County of Lexington will publish the wrecker rotation list to be effective July 1st of the following year.

8. A wrecker service not currently on the County of Lexington wrecker rotation list and desiring to be added may apply in writing at any time but must first be inspected and qualified.

9. A wrecker service that fails to pass inspection and qualification as prescribed by regulation will be notified of the deficiencies. When the wrecker service corrects the deficiencies, they must submit to a new inspection of the previous deficiencies during a time period that is to be specified by the County of Lexington.

If not in compliance with Lexington County Ordinances, privileges for towing for the County of Lexington will be immediately suspended. Privileges will remain suspended until brought back into compliance. If the non-compliance is not a Lexington County Ordinance issue, the operator will have ten (10) days to become compliant. At the end of the said ten (10) days of noncompliance, the County will petition the Wrecker Rotation Disciplinary Board for permanent suspension of towing privileges for all zones.

B. WRECKER SERVICE ROTATION LIST/RESPONSIBILITIES

1. The County of Lexington will establish zones for towing, and a wrecker rotation list will be prepared for each zone. A wrecker service requesting to be on the rotation list for a particular zone must physically have a business within that zone. The wrecker to be used for that zone must be housed at that location during normal business hours ("Normal business hours" or "business hours") as used in this regulation means from 8:00 a.m. to 5:00 p.m., Monday through Friday and additional hours designated and posted by the company. The vehicle towed must be towed to the same business location where the wrecker is housed during normal business hours, unless the vehicle owner or operator requests that the vehicle be towed to another location. Normal business hours must be clearly posted. Storage lots are not considered as a separate business. **A wrecker service or owner can only be on the list one time in any zone.** There will only be one telephone number for one wrecker service at any one address on rotation. **Pagers and cellular phones are not acceptable.** A wrecker service must immediately notify the County of Lexington upon change of address or telephone number.

2. Separate rotation lists will be maintained for each category of wreckers. When the services of a categorized wrecker are needed and when the owner or driver of the vehicle to be towed has no preference as to which wrecker service he/she desires, a wrecker will be called from the appropriate wrecker rotation list. The investigating officer will use his/her discretionary authority to deny request for specific wrecker service whenever the request will delay the timely restoration of safe traffic movement.

3. The wrecker service must have a wrecker of sufficient size and strength to handle the job. The County of Lexington will have the right not to call a wrecker service that, in its opinion, fails to meet this qualification for a specific job. Under these conditions, the wrecker service not called will remain on the top of the rotation list.

4. Wreckers shall respond only upon the request of Lexington County Dispatch.
5. Wrecker services will be called from the rotation lists in the order in which they appear on the lists. If a particular wrecker service is unavailable when called, it will be passed over and the next wrecker service on the list will be called to the scene. The order of the rotation list will not change.
6. Wrecker services shall be located within the established wrecker zone available to the County of Lexington to respond to rotation calls as well as request by the Department for the immediate release of personal property on a twenty-four hour, seven day a week basis. The wrecker service location shall have an agent present during business hours and at the request of the owner of the towed vehicle or his designee, the wrecker service must immediately release personal items such as medicines, medical equipment, keys, clothing, and tools of the trade, child restraint systems and perishable items. The wrecker service shall also be available for the release of the towed vehicle to the vehicle owner or vehicle owner's designee on a reasonable after-hours basis, including weekends. Should there be a dispute between the vehicle owner or the vehicle owner's designee and the wrecker service regarding any storage fees or charges, the vehicle owner or the vehicle owner's designee must provide the wrecker service written notification of the dispute. If the dispute is settled in favor of the wrecker service then the owner of the towed vehicle is liable for all charges, which accrued pending the resolution. The wrecker service must cease any storage charges that would otherwise accrue from the time the wrecker service receives written notification of the dispute until the dispute is settled. Upon release of the vehicle, the wrecker service shall provide an itemized statement of all charges. If the vehicle owner is not available to sign a release, the wrecker service must release the vehicle to the owner's insurer or to the owner's designee.
7. Unless the owner or driver of a vehicle is incapacitated or unavailable, the investigating officer at the scene will make a determination of the owner or driver's preference of a wrecker service. The investigating officer will use his/her discretionary authority to deny request for a specific wrecker service whenever the request will impair the timely restoration of safe traffic movement. In the event the owner or driver of the vehicle does not have a preference or preference cannot be determined, the investigating officer will utilize a wrecker from the rotation list. The wrecker service responding to such call shall provide the vehicle operator with a business card containing the wrecker service name, address, telephone number and business hours.
8. A wrecker service shall respond, under normal conditions, in a timely manner not to exceed 45 minutes for Class A and/or B vehicles. Class C wreckers will have up to one (1) hour to respond. Failure to respond in a timely manner may result in a second rotation wrecker being requested. If the second wrecker is requested before the arrival of the first rotation wrecker, the initially requested wrecker will forfeit the call and will immediately leave the collision/incident scene.
9. A wrecker service may respond with a wrecker of a higher class than requested. However, wrecker service is limited to the rates of the requested classification.
10. It shall be the responsibility of the wrecker service to perform a general clean up of the accident area before leaving the scene of any accident. This responsibility requires the wrecker service to remove all debris such as broken glass, liquids, and materials from an accident area by sweeping up such debris and removing this material from the scene. Wreckers shall be equipped with a suitable type container to transport the debris. Wreckers shall also be equipped with brooms, shovels, commercial absorbent and all other equipment necessary to fulfill this responsibility.

11. Each wrecker service shall be responsible for securing personal property in a vehicle at an accident scene. The wrecker service shall be responsible for preserving personal property in a vehicle towed from an accident scene.

12. The wrecker service shall maintain the towed vehicle in a safe storage area in a manner that would prohibit further damage and ensure protection of personal property. Each applicant is to have a storage lot in close proximity to the place of business with adequate storage, securely enclosed (building or fence) to provide reasonable protection for the towed vehicles. Lot must be in compliance with all local jurisdiction regulations and/or ordinance. This may be a locked building or a secured fenced-in area where the stored vehicles and other property will not be accessible to the public. Wrecker services may charge the County mandated storage fee, commencing 12 hours after the vehicle is towed to the storage area and terminating when the vehicle owner or vehicle owner's designee offers or attempts to pick up the vehicle and offers to pay the wrecker service's legitimate accrued charges.

a. Outside storage facilities must be sufficiently lighted, fenced, and locked for protection of vehicles and property.

b. Fencing around storage facilities must be of adequate size to discourage theft of vehicles and property stored within, and may not be less than six feet in height.

c. Inside storage, covers, tarpaulins, or other devices must be available for protection of vehicles or personal property.

13. A wrecker service may secure assistance from another wrecker service when necessary to complete the recovery; however, this does not supersede paragraph 3 of this section nor does it permit wrecker services to accept a rotation call and dispatch the call to secondary wrecker services. Only one bill is to be submitted to the owner or operator for the work performed.

13. Motorists utilizing the County of Lexington Wrecker Rotation List will have the option of paying by major credit card. All wrecker services must accept major credit cards.

15. At all times, every attendant must be wearing reflective safety clothing and/or vest at the scene.

16. Upon being dispatched for a call for service, each wrecker company is responsible for providing the name of the responsive driver. The responsive driver's information must correspond with the eligibility list that is maintained by county dispatch. If the company sends an alternate driver, the sheriff's department will verify with dispatch that the alternate corresponds with the eligibility list.

17. All wrecker or towing service contractors shall comply with the U.S. Department of Transportation and all applicable OSHA regulations, as well as any other additional requirements as may become necessary as determined by the contract administrator.

C. INSPECTIONS

1. All wrecker service contractors will be required to bring their trucks to the county Fleet Services facility on Ball Park Road for an annual inspection. Vendors will be notified in writing from the County at least 30 days in advance of the inspection date(s). During that time, all wrecker services will be required to submit current South Carolina driver's license reports and a current certificate of insurance. Failure to comply with this requirement will result in suspension of the contract until their company is in compliance and passes inspection.

2. All wrecker services may also be submitted to at least one (1) on site inspection per year. Vendors will be notified at least twenty-four (24) hours prior to the inspection. During the assessment, representatives from the County of Lexington's Procurement Office, Zoning Office, and/or Fleet Services will be onsite to inspect the location to ensure its compliance with the wrecker rotation contract. Any violations will result in the suspension of the contract until they are in compliance.

D. DISCIPLINARY/GREIVANCE PROCEDURES

1. The County of Lexington will enact a Wrecker Rotation Disciplinary Policy setting out the procedures for enforcing this regulation. There will be a Wrecker Rotation Disciplinary Board which will be made up of the following individuals:

1. South Carolina State Transport Police
2. Highest Ranking Lexington County Sheriff's Department Traffic Division Officer
3. One (1) member elected by the wrecker rotation peers
4. Two (2) County Council appointed members
5. County of Lexington Attorney (non-voting)

Possible disciplinary infractions that would allow the suspension of any wrecker and towing service include but are not limited to the following:

1. Anyone who receives a conviction and/or violation of any County and/or State Laws. A wrecker service that is charged with violating county, state, or federal law may also be temporarily suspended for a service.
2. Vendor who is unavailable and/or turns down wrecker service calls from the Communications Center at a rate exceeding 25% over a quarterly evaluation period.
3. Vendor who fails to meet the contract response time.
4. Vendor who fails to maintain an updated driver eligibility list with the County of Lexington.
5. Sending an ineligible driver to the tow scene.
6. Failure to maintain equipment in good condition and in accordance with S.C. Code 1976, title 56 (Motor Vehicle Code).
7. Lack of proper insurance.

8. Failure to respond to a dispatched call for service in accordance with the conditions and provisions of the contract, or refusing to tow upon arrival at scene.
 9. Arriving at a scene of an accident outside of their zone without being requested by the county or vehicle owner.
 10. Evidence of excessive or unnecessary fees for towing or storage charges to customers.
 11. Storing a vehicle at a location other than an approved storage facility.
 12. Any action or activity by the towing service, its owners or employees, which, in the determination of the county, is not in the best interest of the county or the citizens of the county. This includes, but is not limited to, theft, human relations and the appearance or demeanor of company employees.
 13. Any wrecker service or driver who is unable to answer a call and fails to notify contract administrator of the reason for the unavailability.
 14. Failure to comply with all zoning ordinances.
 15. Failure to pay property taxes
 16. If the county has any other reason to believe that it feels would be in the best interest of the county to suspend the agreement with the wrecker or towing service.;
2. Failure of any wrecker service to comply with this regulation will result in disciplinary action in accordance with the County of Lexington Wrecker Rotation Disciplinary Policy.
 3. If the County has reason to believe that a wrecker service has failed to remain in compliance with qualification criteria set out in all sections of this contract, and/or that the non-compliance continues or repeats, and/or that the non-compliance could be detrimental to the public, the County may initiate immediate suspension procedures or termination in accordance with the Wrecker Rotation Disciplinary Policy.
 4. All grievances shall be in writing, submitted to the procurement manager, and shall set forth the specific grounds of the grievance with enough particularity to give notice of the issues to be decided. The procurement manager will convene the Wrecker Rotation Disciplinary board as early as possible to consider the matter.

E. CONTACTS FOR STOLEN VEHICLES

Questions about stolen vehicles, vehicles with obscured or tampered VIN numbers, call:

Lt. Brian Currence – (803) 785-2421

Lt. Bill Wright – (803) 785-2554

Questions or problems in Northern Part of the County (i.e. West Columbia, St. Andrews, Irmo or Chapin) call:

Captain David Arnold – (803) 407-8437 or Voice Mail (803) 785-0825

Lieutenant Billy Aiken – (803) 781-4904 or Voice Mail (803) 785-0871

Questions or problems in Southern Part of the County (i.e. South Congaree, Gaston, Swansea, Pelion) call:

Captain Mark Jones – (803) 785-7888 or (803) 785-0816

Lieutenant J.J. Jones – (803) 785-7888 or (803) 785-0810

Question or problems in Western Part of the County (i.e. Gilbert, Batesburg / Leesville) call:

Captain Mark Jones – (803) 785-7888 or (803) 785-0816

Lieutenant J.J. Jones – (803) 785-7888 or (803) 785-0810

There will be only one contract issued per contractor. *A wrecker service contractor is identified by their Federal Employer Identification Number (FEIN) or Social Security number.*

F. WRECKER CLASSIFICATION

1. Class A:

A. Light Duty Wrecker

Class A Wreckers, for towing vehicles weighing seven thousand (7,000) pounds or less, (passenger cars, pickup trucks, motorcycles, small trailers, and similar vehicles) shall meet the following minimum requirements:

a. Conventional Wrecker

- (1) Minimum gross vehicle weight rating (GVWR) of not less than ten thousand (10,000) pounds.
- (2) Individual boom capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer.
- (3) Individual PTO or hydraulic power winch capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer with at least one hundred (100) feet of three-eighths (3/8) inch cable drum.
- (4) A manufactured wheel-lift with a retracting lifting capacity of not less than three thousand five hundred (3,500) pounds as rated by the manufacturer, with safety chains.
- (5) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (6) Dual rear wheels.
- (7) Additional safety equipment as specified by the regulations.

B. Rollback Wrecker

- (1) Minimum gross vehicle weight rating (GVWR) of not less than eleven thousand (11,000) pounds.
- (2) Must have at least an eight thousand (8,000) pound winch as rated by the manufacturer with at least fifty (50) feet of three-eighths (3/8) inch cable or larger.
- (3) Come-A-Long's, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (4) Additional safety equipment as specified by the regulations.

2. Class B:

A. Medium Duty Wrecker

Class B Wreckers, for towing vehicles weighing between seven thousand one (7,001) and seventeen thousand (17,000) pounds or multiple vehicles weighing seven (7,000) pounds respectively (medium-sized trucks, road tractors/trailers and similar vehicles), shall meet the following requirements:

- (1) The tow truck chassis shall have a minimum gross vehicle weight rating (GVWR) of not less than twenty two thousand (22,000) pounds.
- (2) Must have at least a twelve-ton boom assembly as rated by the manufacturer.
- (3) Two winches, each of ten thousand pound capacity or more as rated by the manufacturer.

- (4) A manufactured wheel-lift with a retracting lifting capacity of not less than six thousand five hundred pounds as rated by the manufacturer, with safety chains.
- (5) Come-A-Long's, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (6) Additional safety equipment as specified by the regulations.

3. Class C:

A. Heavy Duty Wrecker

Class C Wreckers, for towing vehicles in excess of seventeen thousand pounds (large trucks, road tractor/trailers and similar vehicles), shall meet the following minimum requirements:

- (1) Truck must be fully hydraulic.
- (2) Truck must be a true tandem.
- (3) Truck chassis having a minimum gross vehicle weight rating (GVWR) of not less than forty six thousand pounds.
- (4) Tandem axles or cab to axle length of not less than one hundred two inches.
- (5) A single or double boom with a capacity of not less than fifty thousand pounds as rated by the manufacturer.
- (6) A single winch with a capacity of fifty thousand pounds as rated by the manufacturer or an individual power winch capacity of not less than twenty-five thousand pounds as rated by the manufacturer and a total rating with both winches of fifty thousand pounds.
- (7) A manufactured wheel-lift with a retracting lifting capacity of not less than twelve thousand pounds as rated by the manufacturer, with safety chains.
- (8) One hundred fifty feet of five-eighths inch cable or larger, plus fifty feet of five-eighths inch drop cable.
- (9) Airbrakes constructed so as to lock wheels automatically upon failure.
- (10) Light and air brake hookups.
- (11) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (12) Additional safety equipment as specified by the regulations

G. RATES

1. Only wrecker services on the County of Lexington wrecker rotation list shall be subject to these regulations governing fees.

(1) A standard tow is defined as responding to the scene, hooking up the vehicle, performing a general clean up if the call involves responding to a collision scene and providing responsible assistance to the owner to get to a safe location.

(2) Special operations are operations involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle and/or the recovery of a load which has spilled, or the off-loading and reloading of a load from an overturned vehicle performed to right the vehicle.

A copy of the approved fees will be kept in the wrecker at all times. It will be presented upon request to the person for whom the tow services were provided, their agent, any Lexington County officer at the scene, or any County of Lexington supervisor who is inspecting the wrecker or wrecker service

**H. CONTRACT RATES – NOTE: Zones and fees can change without notification.
Cost per tow for *public* vehicles**

Light Vehicles/Tow Charge (Class A)	\$100.00 Flat Charge
Dolly Wheels	\$30.00 Flat Charge
Winching	\$50.00 Flat Charge
Removal of Drive Shaft	\$15.00 Flat Charge
Wait Time	\$50.00/ hour
<u>Medium Duty/Tow Charge (Class B)</u>	\$100.00/hour
Dolly Wheels	\$30.00 Flat Charge
Winching	\$115.00 Flat Charge
Overturn	\$175.00 Flat Charge
Removal Axle	\$15.00 Flat Charge
Wait Time	\$95.00/hour
<u>Heavy Duty/Tow Charge</u>	\$150.00 Per Hour
Vehicle Storage Fee	\$25.00 Per Day
Landau/Lowboy	\$150.00 Flat Charge

THE COUNTY RESERVES THE RIGHT TO WAIVE ANY REGULATION NOT REQUIRED BY LAW.

I. ORDINANCES

LEXINGTON COUNTY ORDINANCE ARTICLE II. WRECKER AND TOWING SERVICES*

***State law references:** Regulation of wreckers at scenes of accidents, S.C. Code 1976, § 4-18-10 et seq.

Sec. 70-31. Enforcement; penalty for violation of article.

Any wrecker and towing service that responds to any accident or disabled vehicle in violation of this article shall be punished in accordance with section 1-8.

(Ord. No. 96-3, § 10-78, 12-19-96)

Sec. 70-32. Wreckers to respond only when properly called.

It shall be unlawful for the owner or agent of any wrecker or towing service to go to any place where an accident has occurred that is investigated by any county officer in any unincorporated section of the county unless called by county ~~(delete) dispatcher~~ **(add) dispatch**.

(Ord. No. 96-3, § 10-61, 12-19-96)

Sec. 70-33. Use of sheriff's department radio.

It shall be unlawful for the owner, agent or driver of any wrecker or towing service to go to the location of a disabled or damaged vehicle by reason of information received by sheriff's department radio or county radio systems or to interfere in any manner with sheriff's department radio calls. It shall be unlawful for the owner, agent or driver of any wrecker or towing service to be at a wreck scene investigated by a county officer unless requested by county ~~(delete) dispatcher~~ **(add) dispatch**, except in cases of emergency vehicles.

(Ord. No. 96-3, § 10-62, 12-19-96)

Sec. 70-34. Solicitation by wrecker or towing service.

It shall be unlawful for the owner or agent of any wrecker or towing service to drive along or park on any street, ~~(delete) bridges~~ **(add) bridge** or ~~(delete) highways~~ **(add) highway** soliciting wrecker or towing service. In the event of non-accidental or mechanical breakdowns, the operator of an automobile or vehicle shall be allowed to call a wrecker or towing service of his choice.

(Ord. No. 96-3, § 10-63, 12-19-96)

Sec. 70-35. Impounding authorized.

Whenever a county officer finds a motor vehicle or other vehicle that has been abandoned or wrecked upon any unincorporated section of the county, or that has been parked in violation of a county ordinance or state law, or the vehicle has been, or is being used, in the commission of a crime, such county officer may have the vehicle removed by a wrecker to the storage lot or garage operated by such wrecker. Vehicles removed under these conditions shall be held until claimed by the legal owner or otherwise disposed of as provided by law.

(Ord. No. 96-3, § 10-64, 12-19-96)

~~(Delete) **Sec. 70-36. Emergency wrecker service.**~~

~~The county dispatcher shall call any wrecker service requested by the owner of a vehicle damaged or disabled in an unincorporated area of the county. If no wreckerservice is designated by the vehicle owner, the county dispatcher shall call the wrecker service provided in section 70-37.~~

~~(Ord. No. 96-3, § 10-65, 12-19-96)~~

~~(Delete) **Sec. 70-37. Rotation and zones.**~~

~~(a) The county sheriff's department patrol zones will serve as zones for wrecker and towing services on a rotation basis. Zones are as follows: A Chapin, B Irmo/St. Andrews, C West Columbia, D Cayce, E South End, F Lexington. **A maximum of ten most qualified wrecker and towing services will be awarded per zone.** Qualified wrecker and towing services will be placed on the rotation lists for the zones they have requested as openings are available. Wrecker and towing services will remain on the lists as long as their performance, equipment and other required standards are maintained in accordance with the conditions and provisions of the contract, or until the contractor requests they be removed from the lists.~~

~~(Delete) (b) The rotation list will be maintained by the sheriff's department, central dispatch and central garage. The respective dispatchers shall call the wrecker and towing service next in rotation as servicing the zone in which the damaged or disabled vehicle is located, and this subsection is to include any damaged or disabled except in cases of emergency vehicles.~~

~~(Delete) (c) Each rotation list will be administered fairly and in a manner designed to insure all wrecker services on each list have an equal opportunity to the towing business arising from each respective list. Wrecker services will be called from the rotation lists in the order in which they appear on the list. If a particular service is unavailable when called, they will be passed over and the next service on the list will be called. When a wrecker service or driver is unable to answer a call, the contract administrator must be promptly notified to the reason for the unavailability.~~

~~(Ord. No. 96-3, § 10-66, 12-19-96)~~

~~(Delete) **Sec. 70-38. Eligibility for county requested towing.**~~

~~Any wrecker and towing service having its main business operation within the county shall become eligible to participate in servicing individual zones as provided in section 70-37 if it conforms to the rules and requirements established in this article. Any deviation from the requirements of the policies established in this article or failure to provide reasonable, quick and efficient service may result in the suspension for a specified time or termination of the contract with such company by the contract administrator.~~

~~(Ord. No. 96-3, § 10-67, 12-19-96)~~

~~(Delete) **Sec. 70-39. Eligibility requirements.**~~

~~Any wrecker or towing service meeting the minimum eligibility requirements may apply to the procurement manager of the county to participate in county towing operations. The application shall contain the following information:~~

~~(1) **Business operation.** Details required concerning the operation of the business are as follows:-~~

~~a. **Name of contractor.** Indicate whether a corporation or partnership; list all parties having any financial interest in the wrecker and towing service, including names and addresses, number of years the business has been established in the county, and the number of years that those persons holding financial interest in the service have been residents of the county.~~

~~b. **Attendants and drivers.** List the names and addresses of all attendants and drivers who will conduct the county towing service, as well as number of years employed, drivers license records, training received by those attendants and drivers and experience of the personnel in the conduct of the business. Drivers shall possess a commercial license in order to tow heavy duty size trucks. Wrecker drivers and attendants must conduct themselves in a proper manner at all times. All drivers and attendants must be clean and neatly dressed whenever possible.~~

~~c. **Equipment.** Describe the available equipment to be used in county towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.~~

~~d. **Communications.** Describe the method of operation of the communications system between the place of business and operating tow trucks, as well as the means utilized for ensuring prompt dispatch of trucks upon receipt of a call from the county dispatcher.~~

~~e. **Other facilities and personnel available.** List all provisions for recordkeeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.~~

~~(2) **Business location and storage lot.** Information required concerning the business location and storage lot area shall be as follows:-~~

~~a. **Primary business location.** List the location of the primary business operation within the county, including dimensions and type of facilities available.~~

~~b. **Storage lot.** List the location of storage lots, dimensions thereof, relationship to primary business operation, type of protection afforded, screening and maintenance provided at the lots, and theft insurance providing protection to the owners of the vehicles stored.~~

~~(Ord. No. 96-3, § 10-68, 12-19-96)~~

~~(Delete) **Sec. 70-40. New applications for service within zones.**~~

~~Any wrecker and towing service that meets the county requirements and desire to be placed on the rotation lists of one or more zones, should contact the procurement manager to be placed on the appropriate lists.~~

~~(Ord. No. 96-3, § 10-69, 12-19-96)~~

~~(Delete) **Sec. 70-41. Minimum standards for equipment.**~~

~~(a) (Delete) Every emergency wrecker proposed (Add) All equipment to be used by an applicant shall be subject to inspection in a manner determined by the county procurement manager, and every such wrecker shall comply with the following minimum requirements:~~

~~(1) Each wrecker shall carry as standard equipment a tow sling, tow bar, towing dollies, independent wheel lift, winch and boom, safety chains, a ten pound ABC dry chemical fire extinguisher, wrecker bar, broom, shovel, reflective safety vest, and approved warning devices. If a wrecker does not have an independent wheel lift, a roll back must be available by a wrecker company.~~

~~(2) Each wrecker and all of its equipment shall be in a safe and good working condition.~~

~~(3) Each wrecker shall be equipped with a two-way radio which shall be on the frequency allocated to wrecker operators, or shall be equipped with a cellular telephone.~~

~~(b) Each contractor shall maintain 24-hour wrecker service and operate a two-way radio base station or direct telephone contact on a 24-hour basis. Telephone answering services, answering machines and beepers are not acceptable for this contract.~~

~~(c) Each wrecker service on the rotation lists must place a sign on the door of each of its vehicles indicating the company name, address and correct telephone number. This sign shall be painted or affixed in another permanent way on both cab doors of the vehicle. The letters of the sign must be no less than two inches high. If the wrecker is registered in another name other than that of the wrecker service, the owner's name must also appear on the cab doors in letters no less than one inch high. All lettering on wreckers must be plainly visible and shall be in a color which contrasts to that of the wrecker.~~

~~(Ord. No. 96-3, § 10-70, 12-19-96)~~

Sec. 70-42. Agreements.

Approved applicants shall enter into agreements with the county executed by the procurement manager, subject to suspension or termination upon violation of any provision of this article.

(Ord. No. 96-3, § 10-71, 12-19-96)

~~(Delete) **Sec. 70-43. Insurance.**~~

~~(a) A contractor shall procure and keep in full force and effect the below outlined insurance issued by a company licensed to do business in the state. The contractor shall furnish a certificate of insurance showing garage liability coverage and covered autos (trucks/wreckers). Coverage shall also include garage keepers' direct primary coverage.~~

~~(1) Limits of liability for vehicles for gross vehicle weight of 0-20,000 pounds shall be:~~

~~a. Garage operation . . . \$300,000.00~~

~~Other than garage operation . . . 300,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 75,000.00~~

~~Collision . . . 75,000.00~~

~~(2) Limits of liability for vehicles for gross vehicle weight of over 20,000 pounds shall be:~~

~~a. Garage operation . . . 750,000.00~~

~~Other than garage operation . . . 750,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 150,000.00~~

~~Collision . . . 150,000.00~~

~~(b) A certificate of insurance shall provide for 30 days' written notice of any material change or cancellation of the policy. Cancellation of insurance will result in immediate termination of contract with the county.~~

~~(c) A certificate of insurance shall also provide the following:~~

~~(1) The physical address of the insured lot;~~

~~(2) The county as additional insured; and~~

~~(3) Worker's compensation insurance with state statutory limits.~~

~~(d) Copies of all such certificates of insurance shall be provided to the county procurement manager within ten days after written acceptance of the contract. Approval of the insurance by the county shall not relieve or decrease the liability of the contractor.~~

~~(e) It is specifically understood that all wrecker and towing services shall be independent contractors.~~

~~(Ord. No. 96-3, § 10-72, 12-19-96)~~

~~(Delete) **Sec. 70-44. Storage lot requirements.**~~

~~Each applicant shall have a storage lot in close proximity to the place of business with adequate storage, under cover or fenced to provide reasonable protection for the towed vehicles.~~

~~(Ord. No. 96-3, § 10-73, 12-19-96)~~

~~(Delete) **Sec. 70-45. Additional requirements.**~~

~~(a) Hours. There shall be an attendant on call capable of responding to the county dispatcher requests for towing, as well as an attendant being present or available for the release of vehicles to the public, 24 hours a day, seven days a week.~~

~~(b) Records. Each wrecker and towing service shall keep a record of the vehicle and license number, date and time it was towed and zone from which it was towed, itemized cost of tow and storage fees, name of the county officer ordering the towing, name of driver of tow truck, and whether the vehicle was impounded or towed at the owner request. An inventory of personal effects shall be provided to the county officer who orders the towing and a copy shall be maintained with such records. Designated county staff have the right to attend the premises and inspect the operation and records of towed vehicles, equipment and storage facilities, at any time at a reasonable hour during the duration of the contract.~~

~~(c) Rate for roll back wreckers. The use of roll back wreckers will be charged at the same rate as a wrecker/tow truck.~~

~~(d) Response time. Time is of the essence in this contract, and great energy and diligence shall characterize all operations carried on under this contract. Prompt response to calls by county officers is expected regardless of the weather (delete) for the duration of this contract. It is the responsibility of the wrecker service contractors to obtain any maps necessary to become familiar with all street and road locations in the county. Expected response time shall be 30 minutes under normal traffic conditions.~~

~~(e) Use of amber warning lights required. A contractor shall turn on amber warning lights upon arrival at the scene and leave them on until departure.~~

~~(f) Determination of rates; rotation contracts. Rates charged for normal wrecker and towing service and storage will be determined by the county. The county will maintain two rotation contracts. One contract for calls dispatched by the county sheriff's department for vehicles privately owned by the citizens and the other contract for county owned vehicles. In the event of a call that results in considerable time involving winching and other services, the additional cost would be considered over and above contract requirements, and the wrecker service will be able to charge reasonable customary charges.~~

~~(g) Personnel. The operator's staff must at all times act in a manner that will maintain the best possible public relations. The operator shall instruct all drivers and helpers to cooperate with the sheriff's department and county employees at all times so as to provide minimum inconvenience and maximum safety to the public, and shall discipline or remove any employee who fails to do so. The county has the right to require that any driver or helper whom he considers to be incompetent or not of good character, or maintaining poor public relations, or otherwise unsuitable, to be replaced forthwith with a person who is suitable.~~

~~(h) Compliance with other regulations and requirements. All wrecker (add) or towing service contractors shall comply with the U.S. Department of Transportation and all applicable OSHA regulations, as well as any other additional requirements as may become necessary as determined by the contract administrator.~~

~~(Ord. No. 96-3, § 10-74, 12-19-96)~~

~~(Delete) Sec. 70-46. Debris removal.~~

~~All wrecker and towing services doing business as requested by the county shall remove glass, damaged parts, oil and all debris at the location from which any vehicle is towed.~~

~~(Ord. No. 96-3, § 10-75, 12-19-96)~~

~~(Delete) Sec. 70-47. Revocation of agreement.~~

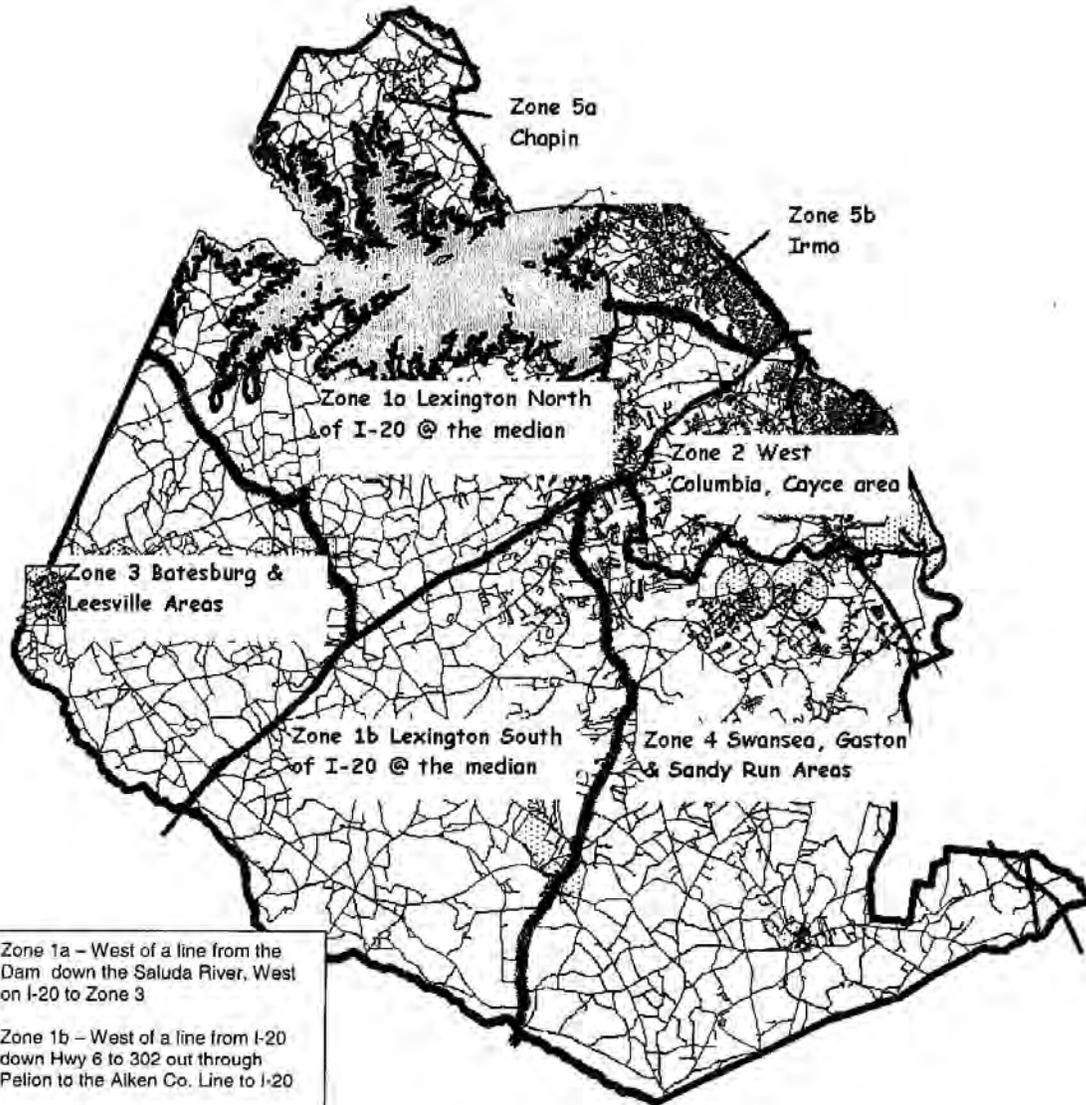
~~The county may suspend or terminate any agreement with a wrecker and towing service for the violation of any provisions of this article. The period of suspension shall be determined by a committee appointed by the county administrator~~

~~Grounds for suspension shall include, but not be limited to:~~

- ~~(1) Failure to maintain equipment in good condition and in accordance with S.C. Code 1976, title 56 (Motor Vehicle Code).~~
 - ~~(2) Lack of proper insurance.~~
 - ~~(3) Failure to respond to a dispatched call for service in accordance with the conditions and provisions of the contract, or refusing to tow upon arrival at scene.~~
 - ~~(4) Arriving at a scene of an accident outside of their zone without being requested by the county or vehicle owner.~~
 - ~~(5) Evidence of excessive or unnecessary fees for towing or storage charges to customers.~~
 - ~~(6) Storing a vehicle at a location other than an approved storage facility.~~
 - ~~(7) Any action or activity by the towing service, its owners or employees, which, in the determination of the county, is not in the best interest of the county or the citizens of the county. This includes, but is not limited to, theft, human relations and the appearance or demeanor of company employees.~~
- ~~(Ord. No. 96-3, § 10-76, 12-19-96)~~

~~(Delete) Sec. 70-48. Award of zones:
Appointment to zones requested will be by application when the service is in total compliance with the county requirements governing wrecker services. The county reserves the right to reject any application and to waive any requirement stated in this article which would prove to be in the best interest of the county. (Ord. No. 96-3, § 10-77, 12-19-96)~~

J.ZONES



Zone 1a – West of a line from the Dam down the Saluda River, West on I-20 to Zone 3

Zone 1b – West of a line from I-20 down Hwy 6 to 302 out through Pelion to the Alken Co. Line to I-20

Zone 2 – West Columbia/Cayce areas of the North District

Zone 3 – West of a line down Cedar Grove Rd at the Saluda Co. Line to Hwy 1, down Peach Festival through Gilbert and out Juniper Springs to I-20, then West on I-20

Zone 4 – Everything South of the North District Border and to the East of the Zone 1b Boundary

Zone 5a – Chapin Area

Zone 5b – Irmo Area

. VENDOR INFORMATION

Indicate whether a corporation or partnership; list all parties having any financial interest in the wrecker and towing service, including names and addresses, and number of years the business has been established in the county.

1. BUSINESS OPERATION:

NAME OF WRECKER SERVICE: _____

NAME OF OWNER(S): _____

ADDRESS: _____

TELEPHONE # _____

E-MAIL ADDRESS: _____ FAX # _____

CORPORATION OR PARTNERSHIP: _____

OWNERS: _____

FEDERAL TAX ID # _____

SC BUSINESS LICENSE # _____

ZONING PERMIT # _____

(Must be provided prior to award)

BUSINESS IN LEXINGTON COUNTY? _____ HOW LONG? _____

DOES YOUR BUSINESS ACCEPT MAJOR CREDIT CARDS? YES / NO (Circle One)

2. TYPE CONTRACT REQUESTED:

		CARS	HEAVY DUTY ZONES
ZONE 1A	LEXINGTON NORTH OF I-20 AT MEDIAN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 1B	LEXINGTON SOUTH OF I-20 AT MEDIAN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 2	WEST COLUMBIA, CAYCE, S CONGAREE AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 3	BATESBURG AND LEESVILLE AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 4	SWANSEA, GASTON AND SANDY RUN AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 5A	CHAPIN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 5B	IRMO	<input type="checkbox"/>	<input type="checkbox"/>

3. DRIVERS AND ATTENDANTS:

List names and addresses of all attendants and drivers who will conduct the County towing service, as well as number of years employed, training received by those attendants, and drivers and experience of the personnel in the conduct of the business. Drivers shall possess a commercial license and Medical Card. All drivers and attendants must be clean and neatly dressed whenever possible. All drivers and attendant must be wearing at all times reflective safety clothing and/or vest at the scene. **Copies of a South Carolina driver’s licenses (or CDL licenses) and ten (10) year driver’s records to be submitted with application.** (Contractor shall submit copies of driver's license and driver’s records for any new drivers added during contract period.) **A Lexington County Bidder/Vendor Application shall be submitted with application.**

NAME	ADDRESS	# OF YEARS EMPLOYED	SC DRIVERS LICENSE #	TRAINING

4. EQUIPMENT:

Minimum standards for equipment.

- (a) All equipment to be used by an applicant shall be subject to inspection in a manner determined by the county procurement and fleet services Each wrecker or towing vehicle shall comply with the following minimum requirements:
 - (1) Shall carry as standard equipment a tow sling, tow bar, towing dollies, independent wheel lift, winch and boom, safety chains, a ten pound ABC dry chemical fire extinguisher, wrecker bar, broom, shovel, reflective safety vest, and approved warning devices. If a wrecker does not have an independent wheel lift, a roll back must be available by a wrecker company.
 - (2) Shall be in a safe and good working condition.
 - (3) Shall be equipped with a two-way radio which shall be on the frequency allocated to wrecker operators, or shall be equipped with a cellular telephone.
- (b) Each contractor shall maintain 24-hour wrecker or towing service and operate a two-way radio base station or direct telephone contact on a 24-hour basis. Telephone answering services, answering machines and beepers are not acceptable for this contract.
- (c) Each wrecker or towing service on the rotation lists must place a sign on the door of each of its vehicles indicating the company name, address and correct telephone number. This sign shall be painted or affixed in another permanent way on both cab doors of the vehicle. The letters of the sign must be no less than two inches high. If the wrecker or towing vehicle is registered in another name other than that

of the wrecker service, the owner's name must also appear on the cab doors in letters no less than one inch high. All lettering on wreckers must be plainly visible and shall be in a color which contrasts to that of the wrecker.

Describe the available equipment to be used in county towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.

Wreckers		Wreckers w/Wheel Lift		Rollbacks	
Year	Model	Year	Model	Year	Model

5. COMMUNICATIONS:

Describe the method of operation of the communications system between place of business and operating tow trucks, as well as the means utilized for insuring prompt dispatch of trucks upon receipt of a call from the county dispatch. **Cell Phones, telephone answering services, answering machines or beepers are not acceptable for this contract.**

TELEPHONE NUMBER TO BE USED ON ROTATION LIST _____

6. **OTHER FACILITIES AND PERSONNEL AVAILABLE:** List all provisions for record keeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.

NAME	ADDRESS	SERVICE /TRAINING

7. **BUSINESS LOCATION AND STORAGE LOT:**

Each applicant shall have a storage lot in close proximity to the place of business with adequate storage, securely enclosed (building or fence) to provide reasonable protection for the towed vehicles. Lot must be in compliance with all local jurisdiction regulations and/or ordinance.

7.1. **Primary Business Location:** List address of primary business operation to be used for tows resulting from the contract with Lexington County, including dimensions and type of facilities available. *Must provide proof of a valid Zoning Compliance and Business license from local jurisdiction where primary business is located.*

ADDRESS: _____

7.2.1 **Storage Lot(s):** List location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection afforded and/or screening, maintenance provided at the

lot(s), and theft insurance providing protection to the owners of the vehicles stored. ***Must provide proof of a valid Zoning Compliance and Business License from local jurisdiction where storage lot(s) is/are located.***

ADDRESS: _____

DIMENSIONS: _____

RELATIONSHIP TO BUSINESS: _____

TYPE OF PROTECTION: _____

THEFT INSURANCE POLICY NAME AND NUMBER: _____

L. INSURANCE INFORMATION

A contractor shall procure and keep in full force and effect the below outlined insurance issued by a company licensed to do business in the state. The contractor shall furnish a certificate of insurance showing garage liability coverage and covered autos (trucks/wreckers). Coverage shall also include garage keepers' direct primary coverage.

(1) Limits of per occurrence liability on its wreckers and its premises as follows:

a. Garage operation	\$600,000.00
Other than garage operation Class A wreckers	600,000.00
Other than garage operation Class B wreckers	600,000.00
Other than garage operation Class A wreckers	750,000.00
b. Garage keepers:	
Comprehensive Class A wreckers	75,000.00
Comprehensive Class B wreckers	150,000.00
Comprehensive Class C wreckers	250,000.00
Collision Class A wreckers	75,000.00
Collision Class B wreckers	150,000.00
Collision Class C wreckers	250,000.00

(2) Limits of per occurrence liability for vehicles for gross vehicle weight of over 20,000 pounds shall be:

a. Garage operation	\$750,000.00
Other than garage operation	750,000.00
b. Garage keepers:	
Comprehensive	\$250,000.00
Collision	250,000.00

c. A certificate of insurance shall provide for 30 days' written notice of any material change or cancellation of the policy. Cancellation of insurance will result in immediate termination of contract with the county.

d. A certificate of insurance shall also provide the following:

- (1) The physical address of the insured lot;
- (2) The county as additional insured; and
- (3) Worker's compensation insurance with state statutory limits.
- (4) Copies of all such certificates of insurance shall be provided to the county procurement manager within ten days after written acceptance of the contract.

Approval of the insurance by the county shall not relieve or decrease the liability of the contractor.

(e) It is specifically understood that all wrecker and towing services shall be independent contractors.

Insurance certificate shall be provided to the County Procurement Manager within ten (10) days after acceptance of the contract.

Insurance Company _____

Address _____

City, State, & Zip Code _____

Phone Number _____

Fax Number _____

Agent's Name _____

Policy Number _____

M. CRIMINAL BACKGROUND CHECKS

All wrecker agencies will be required to submit background checks for all of their drivers to the County of Lexington through South Carolina Law Enforcement Division. If there is a conviction, each case will be considered individually, based on a number of factors including the nature of the crime(s), how long ago the crime and/or release from incarceration occurred, and the number of convictions that have occurred. If an employee does not submit a background check, it will result in the disqualification of the wrecker agency from the County of Lexington's wrecker rotation.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION



RECORDS CHECK
(Type or Print Clearly in Ink)

NAME: _____

AKA AND/OR MAIDEN NAMES: _____

DOB: _____

SSN: _____

(Federal law permits governmental agencies to require a social security number in order to conduct official business; however, private entities may only obtain social security numbers if given voluntarily.)

A FEE OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH CRIMINAL HISTORY RECORD REQUEST IS REQUIRED BY STATE LAW. PAYMENT SHALL BE MADE TO SLED EXCLUDING CASH AND PERSONALIZED CHECKS. MONEY ORDERS OR COMPANY CHECKS ARE ACCEPTED

***WARNING! ALTERATION OF THIS DOCUMENT MAY BE SUBJECT TO CRIMINAL PROSECUTION. DO NOT ACCEPT THIS FORM UNLESS IT BEARS AN ORIGINAL PROCESSING STAMP BY SLED.**

(CJ-022)

SIGNATURE

COUNTY OF LEXINGTON WRECKER REGULATIONS

For County Owned Vehicles

The following regulations shall be followed by all wrecker services utilized by the
COUNTY OF LEXINGTON.

A. QUALIFICATION CRITERIA

1. All wreckers shall have appropriate safety equipment, fire extinguishers, warning devices, flash lights and all other equipment necessary to protect the motoring public and be equipped with amber flashing lights visible in all directions for a distance of 500 feet in normal sunlight. Such equipment shall be maintained in good working order. All authorized amber flashing lights shall be activated and wrecker operators shall wear reflective traffic safety vests while performing recovery operations or when circumstances are such that the vehicle(s) being transported creates a potentially hazardous condition for other motorists.

2. Each wrecker service on the rotation list must place a sign on the driver and front passenger door of each of its wreckers indicating the company name, address, and telephone number of the zone to which it is assigned. This sign shall be painted on the doors of the wrecker or otherwise permanently affixed to the doors. The letters of the sign must be no less than two inches high. If the wrecker is registered in a name other than that of the wrecker service, the owner's name must also appear on the doors in letters no less than one inch high. All lettering on wreckers shall be plainly visible and shall be in a color that contrasts to that of the wrecker.

3. Each wrecker service on the rotation list must place a sign on the exterior of its business location clearly visible indicating the company name, telephone number, and business hours.

4. Each wrecker owned by any wrecker service on a rotation list shall be equipped at all times with a towing log. The towing log shall be continuously maintained by the wrecker service and shall accurately reflect all towing done by the wrecker service at the request of the County of Lexington. The design of the wrecker log will be dictated by the County of Lexington and shall not be altered. Upon request by the County of Lexington, the owner of the wrecker service shall promptly produce this towing log.

(a) Records. Each wrecker or towing service shall keep a record of the vehicle and license number, date and time it was towed and zone from which it was towed, itemized cost of tow and storage fees, name of the county officer ordering the towing, name of driver of tow truck, and whether the vehicle was impounded or towed at the owner request. An inventory of personal effects shall be provided to the county officer who orders the towing and a copy shall be maintained with such records. Designated county staff has the right to attend the premises and inspect the operation and records of towed vehicles, equipment and storage facilities, at any time at a reasonable hour during the duration of the contract.

5. Wrecker operators must display professional behavior when conducting any business at the request of the County of Lexington. Operator's staff shall at all times behave in a manner that will maintain the best possible public relations. The County has the right to require any driver or helper considered to be incompetent, not of good character, maintaining poor relations, or otherwise

unsuitable, to be replaced forthwith with a person who can conduct themselves in a suitable manner.

6. Wrecker services and operators shall be familiar with and shall comply with the laws regarding solicitation from the highway. (Section 56-5-3180 of the South Carolina Code of Laws)

7. A new rotation list will be created each fiscal year (July 1 through June 30). A wrecker service desiring to be on the rotation list in the next year must apply in writing by May 1st and be inspected and qualified prior to June 30th. On June 30th of each year the County of Lexington will publish the wrecker rotation list to be effective July 1st of the following year.

8. A wrecker service not currently on the County of Lexington wrecker rotation list and desiring to be added may apply in writing at any time but must first be inspected and qualified.

9. A wrecker service that fails to pass inspection and qualification as prescribed by regulation will be notified of the deficiencies. When the wrecker service corrects the deficiencies, they must submit to a new inspection of the previous deficiencies during a time period that is to be specified by the County of Lexington.

If not in compliance with Lexington County Ordinances, privileges for towing for the County of Lexington will be immediately suspended. Privileges will remain suspended until brought back into compliance. If the non-compliance is not a Lexington County Ordinance issue, the operator will have ten (10) days to become compliant. At the end of the said ten (10) days of noncompliance, the County will petition the Wrecker Rotation Disciplinary Board for permanent suspension of towing privileges for all zones.

B. WRECKER SERVICE ROTATION LIST/RESPONSIBILITIES

1. The County of Lexington will establish zones for towing, and a wrecker rotation list will be prepared for each zone. A wrecker service requesting to be on the rotation list for a particular zone must physically have a business within that zone. The wrecker to be used for that zone must be housed at that location during normal business hours ("Normal business hours" or "business hours") as used in this regulation means from 8:00 a.m. to 5:00 p.m., Monday through Friday and additional hours designated and posted by the company. The vehicle towed must be towed to the same business location where the wrecker is housed during normal business hours, unless the vehicle owner or operator requests that the vehicle be towed to another location. Normal business hours must be clearly posted. Storage lots are not considered as a separate business. **A wrecker service or owner can only be on the list one time in any zone.** There will only be one telephone number for one wrecker service at any one address on rotation. **Pagers and cellular phones are not acceptable.** A wrecker service must immediately notify the County of Lexington upon change of address or telephone number.

2. Separate rotation lists will be maintained for each category of wreckers. When the services of a categorized wrecker are needed and when the owner or driver of the vehicle to be towed has no preference as to which wrecker service he/she desires, a wrecker will be called from the appropriate wrecker rotation list. The investigating officer will use his/her discretionary authority to deny request for specific wrecker service whenever the request will delay the timely restoration of safe traffic movement.

3. The wrecker service must have a wrecker of sufficient size and strength to handle the job. The County of Lexington will have the right not to call a wrecker service that, in its opinion, fails to meet this qualification for a specific job. Under these conditions, the wrecker service not called will remain on the top of the rotation list.
4. Wreckers shall respond only upon the request of Lexington County Dispatch.
5. Wrecker services will be called from the rotation lists in the order in which they appear on the lists. If a particular wrecker service is unavailable when called, it will be passed over and the next wrecker service on the list will be called to the scene. The order of the rotation list will not change.
6. Wrecker services shall be located within the established wrecker zone available to the County of Lexington to respond to rotation calls as well as request by the Department for the immediate release of personal property on a twenty-four hour, seven day a week basis. The wrecker service location shall have an agent present during business hours and upon request, the wrecker service must immediately release personal items such as medicines, medical equipment, keys, clothing, and tools of the trade, child restraint systems and perishable items. The wrecker service shall also be available for the release of the towed vehicle to the County on a reasonable after-hours basis, including weekends. Should there be a dispute between the County and the wrecker service regarding any storage fees or charges, the County must provide the wrecker service written notification of the dispute. If the dispute is settled in favor of the wrecker service then the County is liable for all charges, which accrued pending the resolution. The wrecker service must cease any storage charges that would otherwise accrue from the time the wrecker service receives written notification of the dispute until the dispute is settled. Upon release of the vehicle, the wrecker service shall provide an itemized statement of all charges.
7. A wrecker service shall respond, under normal conditions, in a timely manner not to exceed 45 minutes for Class A and/or B vehicles. Class C wreckers will have up to one (1) hour to respond. Failure to respond in a timely manner may result in a second rotation wrecker being requested. If the second wrecker is requested before the arrival of the first rotation wrecker, the initially requested wrecker will forfeit the call and will immediately leave the collision/incident scene.
8. A wrecker service may respond with a wrecker of a higher class than requested. However, wrecker service is limited to the rates of the requested classification.
9. It shall be the responsibility of the wrecker service to perform a general clean up of the accident area before leaving the scene of any accident. This responsibility requires the wrecker service to remove all debris such as broken glass, liquids, and materials from an accident area by sweeping up such debris and removing this material from the scene. Wreckers shall be equipped with a suitable type container to transport the debris. Wreckers shall also be equipped with brooms, shovels, commercial absorbent and all other equipment necessary to fulfill this responsibility.
10. Each wrecker service shall be responsible for securing personal property in a vehicle at an accident scene. The wrecker service shall be responsible for preserving personal property in a vehicle towed from an accident scene.
11. The wrecker service shall maintain the towed vehicle in a safe storage area in a manner that would prohibit further damage and ensure protection of personal property. Each applicant is to have a storage lot in close proximity to the place of business with adequate storage, securely

enclosed (building or fence) to provide reasonable protection for the towed vehicles. Lot must be in compliance with all local jurisdiction regulations and/or ordinance. This may be a locked building or a secured fenced-in area where the stored vehicles and other property will not be accessible to the public. Wrecker services may charge the County mandated storage fee, commencing 12 hours after the vehicle is towed to the storage area and terminating when the vehicle owner or vehicle owner's designee offers or attempts to pick up the vehicle and offers to pay the wrecker service's legitimate accrued charges.

- a. Outside storage facilities must be sufficiently lighted, fenced, and locked for protection of vehicles and property.
 - b. Fencing around storage facilities must be of adequate size to discourage theft of vehicles and property stored within, and may not be less than six feet in height.
 - c. Inside storage, covers, tarpaulins, or other devices must be available for protection of vehicles or personal property.
12. A wrecker service may secure assistance from another wrecker service when necessary to complete the recovery; however, this does not supersede paragraph 3 of this section nor does it permit wrecker services to accept a rotation call and dispatch the call to secondary wrecker services. Only one bill is to be submitted to the owner or operator for the work performed.
13. Motorists utilizing the County of Lexington Wrecker Rotation List will have the option of paying by major credit card. All wrecker services must accept major credit cards.
14. At all times, every attendant must be wearing reflective safety clothing and/or vest at the scene.
15. Upon being dispatched for a call for service, each wrecker company is responsible for providing the name of the responsive driver. The responsive driver's information must correspond with the eligibility list that is maintained by county dispatch. If the company sends an alternate driver, the sheriff's department will verify with dispatch that the alternate corresponds with the eligibility list.
16. All wrecker or towing service contractors shall comply with the U.S. Department of Transportation and all applicable OSHA regulations, as well as any other additional requirements as may become necessary as determined by the contract administrator.

C. INSPECTIONS

1. All wrecker service contractors will required to bring their trucks to the county Fleet Services facility on Ball Park Road for an annual inspection. Vendors will be notified in writing from the County at least 30 days in advance of the inspection date(s). During that time, all wrecker services will be required to submit current South Carolina driver's license reports and a current certificate of insurance. Failure to comply with this requirement will result in suspension of the contract until their company is in compliance and passes inspection.
2. All wrecker services may also be submitted to at least one (1) on site inspection per year. Vendors will be notified at least twenty-four (24) hours prior to the inspection. During the assessment, representatives from the County of Lexington's Procurement Office, Zoning Office, and/or Fleet Services will be onsite to inspect the location to ensure its compliance with the

wrecker rotation contract. Any violations will result in the suspension of the contract until they are in compliance.

D. DISCIPLINARY

Possible disciplinary infractions that would allow the suspension of any wrecker and towing service include but are not limited to the following:

1. Anyone who receives a conviction and/or violation of any County and/or State Laws. A wrecker service that is charged with violating county, state, or federal law may also be temporarily suspended for a service.
2. Vendor who is unavailable and/or turns down wrecker service calls from the Communications Center at a rate exceeding 25% over a quarterly evaluation period.
3. Vendor who fails to meet the contract response time.
4. Vendor who fails to maintain an updated driver eligibility list with the County of Lexington.
5. Sending an ineligible driver to the tow scene.
6. Failure to maintain equipment in good condition and in accordance with S.C. Code 1976, title 56 (Motor Vehicle Code).
7. Lack of proper insurance.
8. Failure to respond to a dispatched call for service in accordance with the conditions and provisions of the contract, or refusing to tow upon arrival at scene.
9. Arriving at a scene of an accident outside of their zone without being requested by the county or vehicle owner.
10. Evidence of excessive or unnecessary fees for towing or storage charges to customers.
11. Storing a vehicle at a location other than an approved storage facility.
12. Any action or activity by the towing service, its owners or employees, which, in the determination of the county, is not in the best interest of the county or the citizens of the county. This includes, but is not limited to, theft, human relations and the appearance or demeanor of company employees.
13. Any wrecker service or driver who is unable to answer a call and fails to notify contract administrator of the reason for the unavailability.
14. Failure of any wrecker service to comply with this regulation will result in disciplinary action in accordance with the County of Lexington Wrecker Rotation Disciplinary Policy.
15. If the County has reason to believe that a wrecker service has failed to remain in compliance with qualification criteria set out in all sections of this contract, and/or that the non-compliance continues or repeats, and/or that the non-compliance could be detrimental

to the public, the County may initiate immediate suspension procedures or termination in accordance with the Wrecker Rotation Disciplinary Policy.

16. Failure to comply with all zoning ordinances.

17. Failure to pay property taxes

18. If the county has any other reason to believe that it feels would be in the best interest of the county to suspend the agreement with the wrecker or towing service.;

E. CONTACTS FOR STOLEN VEHICLES

Questions about stolen vehicles, vehicles with obscured or tampered VIN numbers, call:

Lt. Brian Currence – (803) 785-2421

Lt. Bill Wright – (803) 785-2554

Questions or problems in Northern Part of the County (i.e. West Columbia, St. Andrews, Irmo or Chapin) call:

Captain David Arnold – (803) 407-8437 or Voice Mail (803) 785-0825

Lieutenant Billy Aiken – (803) 781-4904 or Voice Mail (803) 785-0871

Questions or problems in Southern Part of the County (i.e. South Congaree, Gaston, Swansea, Pelion) call:

Captain Mark Jones – (803) 785-7888 or (803) 785-0816

Lieutenant J.J. Jones – (803) 785-7888 or (803) 785-0810

Question or problems in Western Part of the County (i.e. Gilbert, Batesburg / Leesville) call:

Captain Mark Jones – (803) 785-7888 or (803) 785-0816

Lieutenant J.J. Jones – (803) 785-7888 or (803) 785-0810

There will be only one contract issued per contractor. *A wrecker service contractor is identified by their Federal Employer Identification Number (FEIN) or Social Security number.*

F. WRECKER CLASSIFICATION

1. Class A (Call rotation will be governed by the 911 Communications Center):

A. Light Duty Wrecker

Class A Wreckers, for towing vehicles weighing seven thousand (7,000) pounds or less, (passenger cars, pickup trucks, motorcycles, small trailers, and similar vehicles) shall meet the following minimum requirements:

a. Conventional Wrecker

(1) Minimum gross vehicle weight rating (GVWR) of not less than ten thousand (10,000) pounds.

(2) Individual boom capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer.

(3) Individual PTO or hydraulic power winch capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer with at least one hundred (100) feet of three-eighths (3/8) inch cable drum.

(4) A manufactured wheel-lift with a retracting lifting capacity of not less than three thousand five hundred (3,500) pounds as rated by the manufacturer, with safety chains.

(5) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.

- (6) Dual rear wheels.
- (7) Additional safety equipment as specified by the regulations.

B. Rollback Wrecker (Call rotation will be governed by the 911 Communications Center):

- (1) Minimum gross vehicle weight rating (GVWR) of not less than eleven thousand (11,000) pounds.
- (2) Must have at least an eight thousand (8,000) pound winch as rated by the manufacturer with at least fifty (50) feet of three-eighths (3/8) inch cable or larger.
- (3) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (4) Additional safety equipment as specified by the regulations.

2. Class B:

A. Medium Duty Wrecker (Call rotation will be governed by the 911 Communications Center):

Class B Wreckers, for towing vehicles weighing between seven thousand one (7,001) and seventeen thousand (17,000) pounds or multiple vehicles weighing seven (7,000) pounds respectively (medium-sized trucks, road tractors/trailers and similar vehicles), shall meet the following requirements:

- (1) The tow truck chassis shall have a minimum gross vehicle weight rating (GVWR) of not less than twenty two thousand (22,000) pounds.
- (2) Must have at least a twelve-ton boom assembly as rated by the manufacturer.
- (3) Two winches, each of ten thousand pound capacity or more as rated by the manufacturer.
- (4) A manufactured wheel-lift with a retracting lifting capacity of not less than six thousand five hundred pounds as rated by the manufacturer, with safety chains.
- (5) Come-A-Long's, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (6) Additional safety equipment as specified by the regulations.

3. Class C:

A. Heavy Duty Wrecker (Call rotation will be governed by the 911 Communications Center):

Class C Wreckers, for towing vehicles in excess of seventeen thousand pounds (large trucks, road tractor/trailers and similar vehicles), shall meet the following minimum requirements:

- (1) Truck must be fully hydraulic.
- (2) Truck must be a true tandem.
- (3) Truck chassis having a minimum gross vehicle weight rating (GVWR) of not less than forty six thousand pounds.
- (4) Tandem axles or cab to axle length of not less than one hundred two inches.
- (5) A single or double boom with a capacity of not less than fifty thousand pounds as rated by the manufacturer.
- (6) A single winch with a capacity of fifty thousand pounds as rated by the manufacturer or an individual power winch capacity of not less than twenty-five thousand pounds as rated by the manufacturer and a total rating with both winches of fifty thousand pounds.
- (7) A manufactured wheel-lift with a retracting lifting capacity of not less than twelve thousand pounds as rated by the manufacturer, with safety chains.
- (8) One hundred fifty feet of five-eighths inch cable or larger, plus fifty feet of five-eighths inch drop cable.
- (9) Airbrakes constructed so as to lock wheels automatically upon failure.

- (10) Light and air brake hookups.
- (11) Come-A-Long's, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (12) Additional safety equipment as specified by the regulations

G. RATES

1. Only wrecker services on the County of Lexington wrecker rotation list shall be subject to these regulations governing fees.

- (1) A standard tow is defined as responding to the scene, hooking up the vehicle, performing a general clean up if the call involves responding to a collision scene and providing responsible assistance to the owner to get to a safe location.
- (2) Special operations are operations involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle and/or the recovery of a load which has spilled, or the off-loading and reloading of a load from an overturned vehicle performed to right the vehicle.

A copy of the approved fees will be kept in the wrecker at all times. It will be presented upon request to the person for whom the tow services were provided, their agent, any Lexington County officer at the scene, or any County of Lexington supervisor who is inspecting the wrecker or wrecker service.

**H. CONTRACT RATES – NOTE: Zones and fees can change without notification.
Cost per tow for *county-owned* vehicles**

<u>Light Vehicles/Tow Charge</u>	
(Class A) (Call rotation will be governed by the 911 Communications Center)	
	\$65.00 Flat Charge
Dolly Wheels	\$30.00 Flat Charge
Winching	\$50.00 Flat Charge
Removal of Drive Shaft	\$15.00 Flat Charge
<u>Medium Duty/Tow Charge</u>	
(Class B) (Call rotation will be governed by the 911 Communications Center)	
	\$100.00 Flat Charge
Dolly Wheels	\$30.00 Flat Charge
Winching	\$115.00 Flat Charge
Overturn	\$175.00 Flat Charge
Removal of Drive Shaft	\$15.00 Flat Charge
Removal Axle	\$15.00 Flat Charge
<u>Heavy Duty/Tow Charge</u>	
(Call rotation will be governed by the 911 Communications Center)	
	\$150.00 Per Hour
Vehicle Storage Fee	\$25.00 Per Day
Landau/Lowboy	\$150.00 Flat Charge

THE COUNTY RESERVES THE RIGHT TO WAIVE ANY REGULATION NOT REQUIRED BY LAW.

I. ORDINANCES

LEXINGTON COUNTY ORDINANCE ARTICLE II. WRECKER AND TOWING SERVICES*

*State law references: Regulation of wreckers at scenes of accidents, S.C. Code 1976, § 4-18-10 et seq.

Sec. 70-31. Enforcement; penalty for violation of article.

Any wrecker and towing service that responds to any accident or disabled vehicle in violation of this article shall be punished in accordance with section 1-8.
(Ord. No. 96-3, § 10-78, 12-19-96)

Sec. 70-32. Wreckers to respond only when properly called.

It shall be unlawful for the owner or agent of any wrecker or towing service to go to any place where an accident has occurred that is investigated by any county officer in any unincorporated section of the county unless called by county ~~(delete) dispatcher~~ *(add) dispatch*.
(Ord. No. 96-3, § 10-61, 12-19-96)

Sec. 70-33. Use of sheriff's department radio.

It shall be unlawful for the owner, agent or driver of any wrecker or towing service to go to the location of a disabled or damaged vehicle by reason of information received by sheriff's department radio or county radio systems or to interfere in any manner with sheriff's department radio calls. It shall be unlawful for the owner, agent or driver of any wrecker or towing service to be at a wreck scene investigated by a county officer unless requested by county ~~(delete) dispatcher~~ *(add) dispatch*, except in cases of emergency vehicles.
(Ord. No. 96-3, § 10-62, 12-19-96)

Sec. 70-34. Solicitation by wrecker or towing service.

It shall be unlawful for the owner or agent of any wrecker or towing service to drive along or park on any street, ~~(delete) bridges~~ *(add) bridge* or ~~(delete) highways~~ *(add) highway* soliciting wrecker or towing service. In the event of non-accidental or mechanical breakdowns, the operator of an automobile or vehicle shall be allowed to call a wrecker or towing service of his choice.
(Ord. No. 96-3, § 10-63, 12-19-96)

Sec. 70-35. Impounding authorized.

Whenever a county officer finds a motor vehicle or other vehicle that has been abandoned or wrecked upon any unincorporated section of the county, or that has been parked in violation of a county ordinance or state law, or the vehicle has been, or is being used, in the commission of a crime, such county officer may have the vehicle removed by a wrecker to the storage lot or garage operated by such wrecker. Vehicles removed under these conditions shall be held until claimed by the legal owner or otherwise disposed of as provided by law.
(Ord. No. 96-3, § 10-64, 12-19-96)

~~*(Delete) Sec. 70-36. Emergency wrecker service.*~~

~~*The county dispatcher shall call any wrecker service requested by the owner of a vehicle damaged or disabled in an unincorporated area of the county. If no wreckerservice is designated by the vehicle owner, the county dispatcher shall call the wrecker service provided in section 70-37.
(Ord. No. 96-3, § 10-65, 12-19-96)*~~

~~(Delete) **Sec. 70-37. Rotation and zones.**~~

~~(a) The county sheriff's department patrol zones will serve as zones for wrecker and towing services on a rotation basis. Zones are as follows: A—Chapin, B—Irmo/St. Andrews, C—West Columbia, D—Cayce, E—South End, F—Lexington. **A maximum of ten most qualified wrecker and towing services will be awarded per zone.** Qualified wrecker and towing services will be placed on the rotation lists for the zones they have requested as openings are available. Wrecker and towing services will remain on the lists as long as their performance, equipment and other required standards are maintained in accordance with the conditions and provisions of the contract, or until the contractor requests they be removed from the lists.~~

~~(Delete) (b) The rotation list will be maintained by the sheriff's department, central dispatch and central garage. The respective dispatchers shall call the wrecker and towing service next in rotation as servicing the zone in which the damaged or disabled vehicle is located, and this subsection is to include any damaged or disabled—except in cases of emergency vehicles.~~

~~(Delete) (c) Each rotation list will be administered fairly and in a manner designed to insure all wrecker services on each list have an equal opportunity to the towing business arising from each respective list. Wrecker services will be called from the rotation lists in the order in which they appear on the list. If a particular service is unavailable when called, they will be passed over and the next service on the list will be called. When a wrecker service or driver is unable to answer a call, the contract administrator must be promptly notified to the reason for the unavailability.~~

~~(Ord. No. 96-3, § 10-66, 12-19-96)~~

~~(Delete) **Sec. 70-38. Eligibility for county requested towing.**~~

~~Any wrecker and towing service having its main business operation within the county shall become eligible to participate in servicing individual zones as provided in section 70-37 if it conforms to the rules and requirements established in this article. Any deviation from the requirements of the policies established in this article or failure to provide reasonable, quick and efficient service may result in the suspension for a specified time or termination of the contract with such company by the contract administrator.~~

~~(Ord. No. 96-3, § 10-67, 12-19-96)~~

~~(Delete) **Sec. 70-39. Eligibility requirements.**~~

~~Any wrecker or towing service meeting the minimum eligibility requirements may apply to the procurement manager of the county to participate in county towing operations. The application shall contain the following information:~~

~~(1) **Business operation.** Details required concerning the operation of the business are as follows:-~~

~~**a. Name of contractor.** Indicate whether a corporation or partnership; list all parties having any financial interest in the wrecker and towing service, including names and addresses, number of years the business has been established in the county, and the number of years that those persons holding financial interest in the service have been residents of the county.~~

~~**b. Attendants and drivers.** List the names and addresses of all attendants and drivers who will conduct the county towing service, as well as number of years employed, drivers license records, training received by those attendants and drivers and experience of the personnel in the conduct of the business. Drivers shall possess a commercial license in order to tow heavy duty size trucks. Wrecker drivers and attendants must conduct~~

~~themselves in a proper manner at all times. All drivers and attendants must be clean and neatly dressed whenever possible.~~

~~c. **Equipment.** Describe the available equipment to be used in county towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.~~

~~d. **Communications.** Describe the method of operation of the communications system between the place of business and operating tow trucks, as well as the means utilized for ensuring prompt dispatch of trucks upon receipt of a call from the county dispatcher.~~

~~e. **Other facilities and personnel available.** List all provisions for recordkeeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.~~

~~(2) **Business location and storage lot.** Information required concerning the business location and storage lot area shall be as follows:-~~

~~a. **Primary business location.** List the location of the primary business operation within the county, including dimensions and type of facilities available.~~

~~b. **Storage lot.** List the location of storage lots, dimensions thereof, relationship to primary business operation, type of protection afforded, screening and maintenance provided at the lots, and theft insurance providing protection to the owners of the vehicles stored.~~

~~(Ord. No. 96-3, § 10-68, 12-19-96)~~

~~(Delete) **Sec. 70-40. New applications for service within zones.**~~

~~Any wrecker and towing service that meets the county requirements and desire to be placed on the rotation lists of one or more zones, should contact the procurement manager to be placed on the appropriate lists.~~

~~(Ord. No. 96-3, § 10-69, 12-19-96)~~

~~(Delete) **Sec. 70-41. Minimum standards for equipment.**~~

~~(a) (Delete) Every emergency wrecker proposed (Add) All equipment to be used by an applicant shall be subject to inspection in a manner determined by the county procurement manager, and every such wrecker shall comply with the following minimum requirements:~~

~~(1) Each wrecker shall carry as standard equipment a tow sling, tow bar, towing dollies, independent wheel lift, winch and boom, safety chains, a ten pound ABC dry chemical fire extinguisher, wrecker bar, broom, shovel, reflective safety vest, and approved warning devices. If a wrecker does not have an independent wheel lift, a roll back must be available by a wrecker company.~~

~~(2) Each wrecker and all of its equipment shall be in a safe and good working condition.~~

~~(3) Each wrecker shall be equipped with a two-way radio which shall be on the frequency allocated to wrecker operators, or shall be equipped with a cellular telephone.~~

~~(b) Each contractor shall maintain 24-hour wrecker service and operate a two-way radio base station or direct telephone contact on a 24-hour basis. Telephone answering services, answering machines and beepers are not acceptable for this contract.~~

~~(c) Each wrecker service on the rotation lists must place a sign on the door of each of its vehicles indicating the company name, address and correct telephone number. This sign shall be painted or affixed in another permanent way on both cab doors of the vehicle. The letters of the sign must be no less than two inches high. If the wrecker is registered in another name other than that of the wrecker service, the owner's name must also appear on the cab doors in letters no less than one~~

~~inch high. All lettering on wreckers must be plainly visible and shall be in a color which contrasts to that of the wrecker.~~

~~(Ord. No. 96-3, § 10-70, 12-19-96)~~

Sec. 70-42. Agreements.

Approved applicants shall enter into agreements with the county executed by the procurement manager, subject to suspension or termination upon violation of any provision of this article.

(Ord. No. 96-3, § 10-71, 12-19-96)

~~(Delete) **Sec. 70-43. Insurance.**~~

~~(a) A contractor shall procure and keep in full force and effect the below outlined insurance issued by a company licensed to do business in the state. The contractor shall furnish a certificate of insurance showing garage liability coverage and covered autos (trucks/wreckers). Coverage shall also include garage keepers' direct primary coverage.~~

~~(1) Limits of liability for vehicles for gross vehicle weight of 0-20,000 pounds shall be:~~

~~a. Garage operation . . . \$300,000.00~~

~~Other than garage operation . . . 300,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 75,000.00~~

~~Collision . . . 75,000.00~~

~~(2) Limits of liability for vehicles for gross vehicle weight of over 20,000 pounds shall be:~~

~~a. Garage operation . . . 750,000.00~~

~~Other than garage operation . . . 750,000.00~~

~~b. Garage keepers:~~

~~Comprehensive . . . 150,000.00~~

~~Collision . . . 150,000.00~~

~~(b) A certificate of insurance shall provide for 30 days' written notice of any material change or cancellation of the policy. Cancellation of insurance will result in immediate termination of contract with the county.~~

~~(c) A certificate of insurance shall also provide the following:~~

~~(1) The physical address of the insured lot;~~

~~(2) The county as additional insured; and~~

~~(3) Worker's compensation insurance with state statutory limits.~~

~~(d) Copies of all such certificates of insurance shall be provided to the county procurement manager within ten days after written acceptance of the contract. Approval of the insurance by the county shall not relieve or decrease the liability of the contractor.~~

~~(e) It is specifically understood that all wrecker and towing services shall be independent contractors.~~

~~(Ord. No. 96-3, § 10-72, 12-19-96)~~

~~(Delete) **Sec. 70-44. Storage lot requirements.**~~

~~Each applicant shall have a storage lot in close proximity to the place of business with adequate storage, under cover or fenced to provide reasonable protection for the towed vehicles.~~

~~(Ord. No. 96-3, § 10-73, 12-19-96)~~

~~(Delete) **Sec. 70-45. Additional requirements.**~~

~~(a) Hours. There shall be an attendant on call capable of responding to the county dispatcher requests for towing, as well as an attendant being present or available for the release of vehicles to the public, 24 hours a day, seven days a week.~~

~~(b) Records. Each wrecker and towing service shall keep a record of the vehicle and license number, date and time it was towed and zone from which it was towed, itemized cost of tow and storage fees, name of the county officer ordering the towing, name of driver of tow truck, and whether the vehicle was impounded or towed at the owner request. An inventory of personal effects shall be provided to the county officer who orders the towing and a copy shall be maintained with such records. Designated county staff have the right to attend the premises and inspect the operation and records of towed vehicles, equipment and storage facilities, at any time at a reasonable hour during the duration of the contract.~~

~~(c) Rate for roll back wreckers. The use of roll back wreckers will be charged at the same rate as a wrecker/tow truck.~~

~~(d) Response time. Time is of the essence in this contract, and great energy and diligence shall characterize all operations carried on under this contract. Prompt response to calls by county officers is expected regardless of the weather (delete) for the duration of this contract. It is the responsibility of the wrecker service contractors to obtain any maps necessary to become familiar with all street and road locations in the county. Expected response time shall be 30 minutes under normal traffic conditions.~~

~~(e) Use of amber warning lights required. A contractor shall turn on amber warning lights upon arrival at the scene and leave them on until departure.~~

~~(f) Determination of rates; rotation contracts. Rates charged for normal wrecker and towing service and storage will be determined by the county. The county will maintain two rotation contracts. One contract for calls dispatched by the county sheriff's department for vehicles privately owned by the citizens and the other contract for county owned vehicles. In the event of a call that results in considerable time involving winching and other services, the additional cost would be considered over and above contract requirements, and the wrecker service will be able to charge reasonable customary charges.~~

~~(g) Personnel. The operator's staff must at all times act in a manner that will maintain the best possible public relations. The operator shall instruct all drivers and helpers to cooperate with the sheriff's department and county employees at all times so as to provide minimum inconvenience and maximum safety to the public, and shall discipline or remove any employee who fails to do so. The county has the right to require that any driver or helper whom he considers to be incompetent or not of good character, or maintaining poor public relations, or otherwise unsuitable, to be replaced forthwith with a person who is suitable.~~

~~(h) Compliance with other regulations and requirements. All wrecker (add) or towing service contractors shall comply with the U.S. Department of Transportation and all applicable OSHA regulations, as well as any other additional requirements as may become necessary as determined by the contract administrator.~~

~~(Ord. No. 96-3, § 10-74, 12-19-96)~~

~~(Delete) Sec. 70-46. Debris removal.~~

~~All wrecker and towing services doing business as requested by the county shall remove glass, damaged parts, oil and all debris at the location from which any vehicle is towed.~~

~~(Ord. No. 96-3, § 10-75, 12-19-96)~~

~~(Delete) Sec. 70-47. Revocation of agreement.~~

~~The county may suspend or terminate any agreement with a wrecker and towing service for the violation of any provisions of this article. The period of suspension shall be determined by a committee appointed by the county administrator~~

~~Grounds for suspension shall include, but not be limited to:~~

~~(1) Failure to maintain equipment in good condition and in accordance with S.C. Code 1976, title 56 (Motor Vehicle Code).~~

~~(2) Lack of proper insurance.~~

~~(3) Failure to respond to a dispatched call for service in accordance with the conditions and provisions of the contract, or refusing to tow upon arrival at scene.~~

~~(4) Arriving at a scene of an accident outside of their zone without being requested by the county or vehicle owner.~~

~~(5) Evidence of excessive or unnecessary fees for towing or storage charges to customers.~~

~~(6) Storing a vehicle at a location other than an approved storage facility.~~

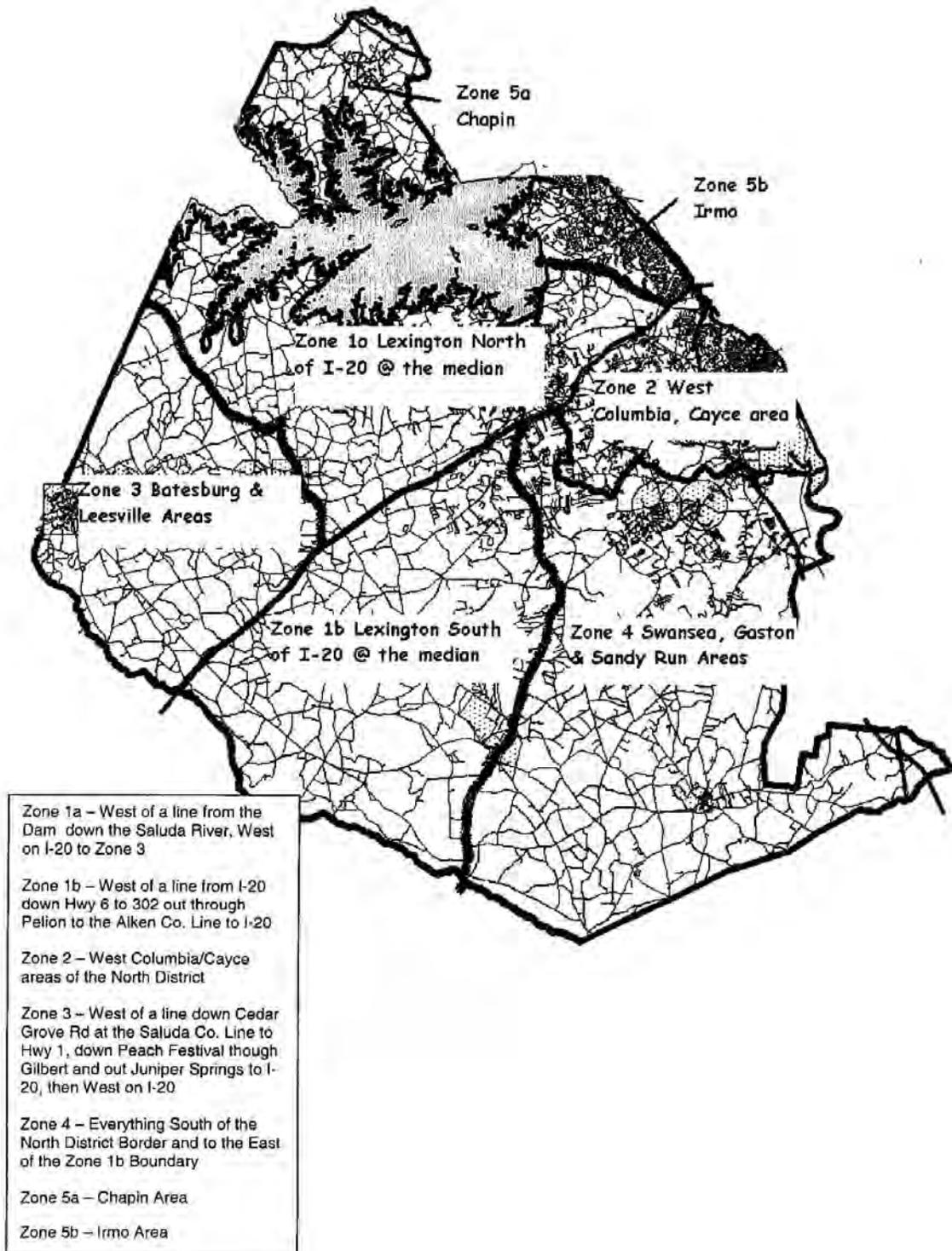
~~(7) Any action or activity by the towing service, its owners or employees, which, in the determination of the county, is not in the best interest of the county or the citizens of the county. This includes, but is not limited to, theft, human relations and the appearance or demeanor of company employees.~~

~~(Ord. No. 96-3, § 10-76, 12-19-96)~~

~~(Delete) Sec. 70-48. Award of zones.~~

~~Appointment to zones requested will be by application when the service is in total compliance with the county requirements governing wrecker services. The county reserves the right to reject any application and to waive any requirement stated in this article which would prove to be in the best interest of the county. (Ord. No. 96-3, § 10-77, 12-19-96)~~

J.ZONES



. VENDOR INFORMATION

Indicate whether a corporation or partnership; list all parties having any financial interest in the wrecker and towing service, including names and addresses, and number of years the business has been established in the county.

1. BUSINESS OPERATION:

NAME OF WRECKER SERVICE: _____

NAME OF OWNER(S): _____

ADDRESS: _____

TELEPHONE # _____

E-MAIL ADDRESS: _____ FAX # _____

CORPORATION OR PARTNERSHIP: _____

OWNERS: _____

FEDERAL TAX ID # _____

SC BUSINESS LICENSE # _____

ZONING PERMIT # _____

(Must be provided prior to award)

BUSINESS IN LEXINGTON COUNTY? _____ HOW LONG? _____

DOES YOUR BUSINESS ACCEPT MAJOR CREDIT CARDS? YES / NO (Circle One)

2. TYPE CONTRACT REQUESTED:

		CARS	HEAVY DUTY ZONES
ZONE 1A	LEXINGTON NORTH OF I-20 AT MEDIAN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 1B	LEXINGTON SOUTH OF I-20 AT MEDIAN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 2	WEST COLUMBIA, CAYCE, S CONGAREE AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 3	BATESBURG AND LEESVILLE AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 4	SWANSEA, GASTON AND SANDY RUN AREAS	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 5A	CHAPIN	<input type="checkbox"/>	<input type="checkbox"/>
ZONE 5B	IRMO	<input type="checkbox"/>	<input type="checkbox"/>

3. DRIVERS AND ATTENDANTS:

List names and addresses of all attendants and drivers who will conduct the County towing service, as well as number of years employed, training received by those attendants, and drivers and experience of the personnel in the conduct of the business. Drivers shall possess a commercial license and Medical Card. All drivers and attendants must be clean and neatly dressed whenever possible. All drivers and attendant must be wearing at all times reflective safety clothing and/or vest at the scene. **Copies of a South Carolina driver’s licenses (or CDL licenses) and ten (10) year driver’s records to be submitted with application.** (Contractor shall submit copies of driver's license and driver’s records for any new drivers added during contract period.) **A Lexington County Bidder/Vendor Application shall be submitted with application.**

NAME	ADDRESS	# OF YEARS EMPLOYED	SC DRIVERS LICENSE #	TRAINING

4. EQUIPMENT:

Minimum standards for equipment.

(a) All equipment to be used by an applicant shall be subject to inspection in a manner determined by the county procurement and fleet services Each wrecker or towing vehicle shall comply with the following minimum requirements:

- (1) Shall carry as standard equipment a tow sling, tow bar, towing dollies, independent wheel lift, winch and boom, safety chains, a ten pound ABC dry chemical fire extinguisher, wrecker bar, broom, shovel, reflective safety vest, and approved warning devices. If a wrecker does not have an independent wheel lift, a roll back must be available by a wrecker company.
- (2) Shall be in a safe and good working condition.
- (3) Shall be equipped with a two-way radio which shall be on the frequency allocated to wrecker operators, or shall be equipped with a cellular telephone.

(b) Each contractor shall maintain 24-hour wrecker or towing service and operate a two-way radio base station or direct telephone contact on a 24-hour basis. Telephone answering services, answering machines and beepers are not acceptable for this contract.

(c) Each wrecker or towing service on the rotation lists must place a sign on the door of each of its vehicles indicating the company name, address and correct telephone number. This sign shall be

painted or affixed in another permanent way on both cab doors of the vehicle. The letters of the sign must be no less than two inches high. If the wrecker or towing vehicle is registered in another name other than that of the wrecker service, the owner's name must also appear on the cab doors in letters no less than one inch high. All lettering on wreckers must be plainly visible and shall be in a color which contrasts to that of the wrecker.

Describe the available equipment to be used in county towing services, particularly in terms of comparative qualities or capacities as related to minimum eligibility requirements.

Wreckers		Wreckers w/Wheel Lift		Rollbacks	
Year	Model	Year	Model	Year	Model

5. COMMUNICATIONS:

Describe the method of operation of the communications system between place of business and operating tow trucks, as well as the means utilized for insuring prompt dispatch of trucks upon receipt of a call from the county dispatch. **Cell Phones, telephone answering services, answering machines or beepers are not acceptable for this contract.**

TELEPHONE NUMBER TO BE USED ON ROTATION LIST _____

6. **OTHER FACILITIES AND PERSONNEL AVAILABLE:** List all provisions for record keeping, backup personnel and auxiliary services which might be required to effectively carry out a high level of service to the public in the business of tow truck operations.

NAME	ADDRESS	SERVICE /TRAINING

7. **BUSINESS LOCATION AND STORAGE LOT:**

Each applicant shall have a storage lot in close proximity to the place of business with adequate storage, securely enclosed (building or fence) to provide reasonable protection for the towed vehicles. Lot must be in compliance with all local jurisdiction regulations and/or ordinance.

- 7.1. **Primary Business Location:** List address of primary business operation to be used for tows resulting from the contract with Lexington County, including dimensions and type of facilities available. **Must provide proof of a valid Zoning Compliance and Business license from local jurisdiction where primary business is located.**

ADDRESS: _____

- 7.2.1 **Storage Lot(s):** List location of storage lot(s), dimensions thereof, relationship to primary business operation, type of protection afforded and/or screening, maintenance provided at the lot(s), and theft insurance providing protection to the owners of the vehicles stored. *Must provide proof of a valid Zoning Compliance and Business License from local jurisdiction where storage lot(s) is/are located.*

ADDRESS: _____

DIMENSIONS: _____

RELATIONSHIP TO BUSINESS: _____

TYPE OF PROTECTION:

THEFT INSUARANCE POLICY NAME AND NUMBER: _____

L. INSURANCE INFORMATION

A contractor shall procure and keep in full force and effect the below outlined insurance issued by a company licensed to do business in the state. The contractor shall furnish a certificate of insurance showing garage liability coverage and covered autos (trucks/wreckers). Coverage shall also include garage keepers' direct primary coverage.

- (1) Limits of per occurrence liability on its wreckers and its premises as follows:

a. Garage operation	\$600,000.00
Other than garage operation Class A wreckers	600,000.00
Other than garage operation Class B wreckers	600,000.00
Other than garage operation Class A wreckers	750,000.00
b. Garage keepers:	
Comprehensive Class A wreckers	75,000.00
Comprehensive Class B wreckers	150,000.00
Comprehensive Class C wreckers	250,000.00
Collision Class A wreckers	75,000.00
Collision Class B wreckers	150,000.00
Collision Class C wreckers	250,000.00

- (2) Limits of per occurrence liability for vehicles for gross vehicle weight of over 20,000 pounds shall be:

a. Garage operation	\$750,000.00
Other than garage operation	750,000.00
b. Garage keepers:	
Comprehensive	\$250,000.00
Collision	250,000.00

- c. A certificate of insurance shall provide for 30 days' written notice of any material change or cancellation of the policy. Cancellation of insurance will result in immediate termination of contract with the county.
- d. A certificate of insurance shall also provide the following:
 - (1) The physical address of the insured lot;
 - (2) The county as additional insured; and
 - (3) Worker's compensation insurance with state statutory limits.
 - (4) Copies of all such certificates of insurance shall be provided to the county procurement manager within ten days after written acceptance of the contract. Approval of the insurance by the county shall not relieve or decrease the liability of the contractor.
- (e) It is specifically understood that all wrecker and towing services shall be independent contractors.

Insurance certificate shall be provided to the County Procurement Manager within ten (10) days after acceptance of the contract.

Insurance Company _____

Address _____

City, State, & Zip Code _____

Phone Number _____

Fax Number _____

Agent's Name _____

Policy Number _____

M. CRIMINAL BACKGROUND CHECKS

All wrecker agencies will be required to submit background checks for all of their drivers to the County of Lexington through South Carolina Law Enforcement Division. If there is a conviction, each case will be considered individually, based on a number of factors including the nature of the crime(s), how long ago the crime and/or release from incarceration occurred, and the number of convictions that have occurred. If an employee does not submit a background check, it will result in the disqualification of the wrecker agency from the County of Lexington's wrecker rotation.

SOUTH CAROLINA LAW ENFORCEMENT DIVISION



RECORDS CHECK
(Type or Print Clearly in Ink)

NAME: _____

AKA AND/OR MAIDEN NAMES: _____

DOB: _____

SSN: _____

(Federal law permits governmental agencies to require a social security number in order to conduct official business; however, private entities may only obtain social security numbers if given voluntarily.)

A FEE OF TWENTY-FIVE DOLLARS (\$25.00) FOR EACH CRIMINAL HISTORY RECORD REQUEST IS REQUIRED BY STATE LAW. PAYMENT SHALL BE MADE TO SLED EXCLUDING CASH AND PERSONALIZED CHECKS. MONEY ORDERS OR COMPANY CHECKS ARE ACCEPTED

***WARNING! ALTERATION OF THIS DOCUMENT MAY BE SUBJECT TO CRIMINAL PROSECUTION. DO NOT ACCEPT THIS FORM UNLESS IT BEARS AN ORIGINAL PROCESSING STAMP BY SLED.**

(CJ-022)

SIGNATURE

The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.



APPOINTMENTS BOARDS & COMMISSIONS

January 27, 2009

BILLY DERRICK

Board of Zoning Appeals - Michael Reed - Term expired 12/31/08 – Resigned effective 1/14/09
see attached letter

SMOKEY DAVIS

Board of Zoning Appeals - Bryan Clemenz - Term expired 12/31/07 - Resigned 03/20/07

DEBBIE SUMMERS

Museum - Miley Hall Rhodes - Term expired 11/01/08 - Eligible for reappointment

JOHN CARRIGG

Assessment Appeals Board - Vacant - Term expired 09/21/06

Museum Commission - Vacant - Term expired 11/01/06

TODD CULLUM

Lexington Health Services - Vacant - Term expires 3/10/09

AIKEN/BARNWELL/LEXINGTON COUNTIES COMMUNITY ACTION COMMISSION, INC.

Juanice Aaron - Term expired 12/31/05 - Eligible for reappointment - Letter sent to inquire about continuing to serve on board

CENTRAL MIDLANDS TRANSIT AUTHORITY

Mike Flack – Term expired 11/13/08 – Eligible for reappointment - Letter sent to inquire about continuing to serve on board

Robert Price – Term expired 11/13/08 - Eligible for reappointment - Letter sent to inquire about continuing to serve on board

Tommy H. Windsor, Jr. - Resigned effective 12/3/08 – Term expires 11/13/09 - see attached letter

Walt McPherson
Board of Zoning Appeals
Lexington County

January 14, 2009

Dear Walt,

Please allow this letter to serve as written correspondence in reference to my resignation of the Board of Zoning Appeals as of January 1, 2009. With regret, at this time I do not wish to serve another term on the Board of Zoning Appeals. I appreciate the time and effort the Board and the Lexington County Staff invested in me over the past 3 years. I look forward to growing our relationship in the years to come.

Thank You,

Michael Reed



Tommy H. Windsor, Jr.

Post Office Box 7112 • Columbia, South Carolina 29202 • (803) 309-5019

E-mail: kycolwindsor@yahoo.com



December 3, 2008

Diana W. Burnett
Clerk of Council
Lexington County
212 South Lake Drive
Lexington, SC 29072

Dear Ms. Burnett:

Please accept this letter as my resignation as the Lexington County Appointee to the Central Midlands Regional Transit Authority Board of Directors.

It has been an honor to serve the citizens of Lexington County and I thank County Council for the confidence they have placed in me in representing our community.

If I may ever be of service in the future, please do not hesitate to call.

With warmest personal regards, I am

Very truly yours,

A handwritten signature in black ink, appearing to read "Tommy H. Windsor, Jr." with a stylized flourish at the end.

Tommy H. Windsor, Jr.

Cc: Billy Derrick
Pat Smith
Mitzi Javers

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: January 13, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

**SUBJECT: Janitorial Supplies (Term Contract)
C09022-12/05/08H
Central Stores**

Competitive bids were solicited and advertised for a term contract for **Janitorial Supplies – Central Stores (Term Contract)**.

The bids were evaluated by Rod Pimental, Central Stores Manager and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to make multiple awards to this contract - to the lowest responsive, responsible bidder per line item. The total cost, including applicable sales tax, is estimated at \$ 55,086.61 . (See attached bid tabulation).

It is our recommendation to award this term contract for the initial period of one (1) year with the option to extend the contract for four (4) additional one (1) year periods, if deemed to be in the best interest of the County.

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on January 27, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Rod Pimental, Central Stores Manager

COUNTY OF LEXINGTON

Procurement Services
212 South Lake Drive, Suite 503
Lexington, South Carolina 29072-3493

Phone (803) 785-8319
Fax (803) 785-2240

STATEMENT OF AWARD

SOLICITATION NUMBER: C09022-12/05/08H
PROJECT TITLE: Janitorial Supplies
AWARDED TO: Multiple Vendors (see below)
AMOUNT OF AWARD: Approx. \$ 55,086.61
DATE OF AWARD: 01/09/2009

Genesis II, Inc. :

Item One - \$0.123 per oz. - \$1.845 per 15oz can
Item Two - \$3.64 per Gallon
Item Four - \$0.0887 per oz. - \$1.598 per 18 oz can
Item Eleven - \$0.12 per oz. - \$2.04 per 17 oz. can Estimate annual award - \$ 9,209.09

Waper, Inc. :

Item Thirteen - \$1.99 per Box
Item Fourteen - \$4.22 per Gallon
Item Fifteen - \$43.50 per 5 Gallon Container
Item Sixteen - \$ 2.99 per Gallon Estimate annual award - \$ 13,366.30

Pyramid School Products :

Item Six - \$4.97 per Box (12/4oz)
Item Seven - \$ 16.31 per Box (6/24oz) Estimate annual award - \$ 13,339.62

Smith & Jones Distributors :

Item Three - \$2.70 per Gallon
Item Five - \$7.00 per Quart
Item Eight - \$0.08 per oz. - \$1.60 per 20 oz. can
Item Nine - \$0.1625 per oz. - \$3.25 per 20 oz. can
Item Ten - \$0.15 per oz. - \$ 3.00 per 20 oz can
Item Twelve - \$0.23 per each bar Estimate annual award - \$ 19,171.60

SOLICITATION NUMBER :C09022-12/05/08H – Janitorial Supplies

Thank you for your interest in doing business with Lexington County.

Jeffrey A. Hyde
Procurement Officer

Posted: 01/09/2009

THIS IS NOT AN ORDER

DO NOT SHIP PRIOR TO RECEIPT OF PURCHASE ORDER.

County of Lexington
Bid Tabulation

C09022
JAH
12/10/08

BID #: C09022-12/05/08H

JANITORIAL SUPPLIES - TERM CONTRACT

			Genesis II	Waper, Inc.	School Specialty	Pyramid School Prod.	Southeastern Paper Group	Sam Tell & Son, Inc.	Unique Supplies	Marketing & Trading	Smith & Jones Dist.
Item	Description	uom	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1	Air Freshener, Aerosol	oz	\$0.123	\$0.133	\$0.255	\$0.129	\$0.199	N/R	\$0.2875	N/R	\$0.165
2	Pine Base Cleaner	gal	\$3.64	\$3.94	No Bid	No Bid	\$4.69	N/R	\$9.25	\$9.46	\$4.10
3	Cleaner, Glass	gal	\$3.86	\$4.45	** \$3.82	No Bid	\$4.11	N/R	N/R	\$6.31	\$2.70
4	Cleaner, Surface, Aerosol	oz	\$0.0887	\$0.092	\$0.257	\$0.105	\$0.138	No Bid	N/R	No Bid	\$0.089
5	Cleaner, Tiolet, Rust & Ring Remover	qt	No Bid	\$9.00	No Bid	No Bid	No Bid	N/R	N/R	N/R	\$7.00
6	Deodorant Block, Toilet Bowl, 12-4oz blocks	box	\$5.39	\$8.76	\$26.28	\$4.97	\$30.36	No Bid	\$10.50	No Bid	\$7.70
7	Deodorant Block, Wall Hanging, 6-24oz blocks	box	\$16.98	\$19.08	\$38.46	\$16.31	\$20.25	No Bid	\$25.50	No Bid	\$18.60
8	Disinfectant/Deodorizer, Aerosol	oz	\$0.1133	\$0.1282	No Bid	\$0.175	\$0.158	No Bid	\$0.30	No Bid	\$0.08
9	Insecticide, Flying/Crawling Insects, Aerosol	oz	\$0.3066	\$0.296	\$0.483	\$0.27	\$0.174	No Bid	N/R	No Bid	\$0.1625
10	Insecticide, Wasp & Hornet, Aerosol	oz	\$0.19	\$0.207	\$0.3465	\$0.18	\$0.198	No Bid	N/R	No Bid	\$0.15
11	Polish, Furniture, Aerosol	oz	\$0.12	\$0.131	\$0.388	\$0.14	\$0.193	N/R	N/R	No Bid	\$0.125
12	Soap, Hand, Face, Bar	ea	\$0.3338	\$0.79	\$0.72	\$0.24	No Bid	No Bid	\$0.75	No Bid	\$0.23
13	Soap, Hand, Liquid, Bag-in-Box, 800 ML	box	\$2.21	\$1.99	No Bid	\$2.22	\$2.04	No Bid	\$6.80	No Bid	\$2.25
14	Non-Ammoniated Wax Stripper	gal	\$7.64	\$4.22	No Bid	No Bid	No Bid	No Bid	N/R	N/R	N/R
15	Wax, Floor, High Performance	5 gal	\$45.78	\$43.50	No Bid	No Bid	\$59.25	No Bid	N/R	N/R	\$48.00
16	General Purpose Cleaner	gal	\$4.08	\$2.99	No Bid	No Bid	\$6.80	No Bid	N/R	N/R	N/R
	Subtotal		\$66,486.63	\$83,250.78	\$94,447.68	\$38,344.84	\$62,106.87	\$0.00	\$96,054.80	\$18,656.88	\$63,380.56
	Tax		\$4,654.06	\$5,827.55	\$6,611.34	\$2,684.14	\$4,347.48	\$0.00	\$6,723.84	\$1,305.98	\$4,436.64
	Total Bid		\$71,140.69	\$89,078.33	\$101,059.02	\$41,028.98	\$66,454.35	\$0.00	\$102,778.64	\$19,962.86	\$67,817.20

N/R - items rejected, not on the approved products listing.

** Alternate container size

Bids Opened: December 10, 2008 @ 3:00pm

Jeffrey A. Hyde
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: January 13, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: Panasonic Laptops and Accessories – Sheriff’s Department

We have received a purchase request for thirty nine (39) Panasonic Laptops and Accessories for the Sheriff’s Department. The laptops and accessories will be purchased from Howard Computers through South Carolina State Contract #WSCAA63310. The total cost of the laptops and accessories including applicable sales tax is \$164,874.16. Mike Ujcich, Chief Information Officer, and Jim Schafer, Information Technology Manager, have reviewed and recommended this purchase.

Funds are appropriated in the following accounts:

1000-151200-5A9209	(15) Ruggedized Laptops with Accessories	\$ 61,985.10
1000-151200-5A9236	(8) Ruggedized Laptops with Accessories	\$ 33,058.72
1000-151200-5A9402	(16) Ruggedized Laptop with Accessories	\$ 69,830.34

I concur with the above recommendation and further recommend that this purchase be placed on County Council’s agenda for their next scheduled meeting on January 27, 2009.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Keith Kirchner, Assistant Sheriff
Colonel Allan Pavvel, Sheriff’s Department
Sylvia Dillon, Sheriff’s Department
Mike Ujcich, Chief Information Officer
Jim Schafer, Information Technology Manager

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: January 5, 2009

TO: Katherine Hubbard
County Administrator

THRU: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: REQUEST FOR APPROVAL TO UTILIZE THE COMPETITIVE SEALED
PROPOSAL PROCESS FOR WOODGRINDER SERVICES

We are requesting the use of the Request for Proposals (RFP) process in order to seek competitive proposals from potential qualified bidders for wood grinding services for the Solid Waste Management.

Due to the scope of this project, we feel that it would not be practical or to our advantage to prepare a comprehensive set of specifications that may limit our resources or restrict competition. In selecting a contractor, it will be advantageous to consider award criteria other than cost. Proposals shall be reviewed and evaluated by a review panel based upon specific evaluation factors such as overall qualifications and experience of the firm and personnel assigned to the project, demonstrated understanding of the scope and objectives, technical approach and work plan, references, and proposed commission.

It is therefore our recommendation to utilize the competitive sealed proposal procedure established in the County ordinance. We further recommend that we seek approval at the next scheduled County Council meeting set for January 27, 2009.

Thank you.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Dave Eger, Director of Solid Waste Management

Minutes are left out intentionally until approved by Lexington County Council. Upon Council's approval, the minutes will be available on the Internet.



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Suite 401, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # M09-01

Address and/or description of the property for which the amendment is requested:

2468 N Lake Drive, Columbia, SC 29212

Zoning Classifications: (Current) D (Development) (Proposed) LC (Limited Commercial)

TMS#: 001800-04-009 Property Owner: Michael C. & Wanda Burkhard

Reason for the request: To build a dental office at location.

Even though this request will be carefully reviewed and considered, the burden of proving the need for the amendment rests with the applicant.

Date of Application: 1/14/2009 Applicant: Property Owner [] Authorized Agent [X]

Phone #(s): cell (803) 479-1695

Signature: Signature on File Printed Name: Frank Cook

Street/Mailing Address: 164 Pilgrim Point Drive, Lexington, SC 29072

Table with 2 columns: Date, Action. Rows: 1/14/2009 Application Received, Newspaper Advertisement, Notices Mailed

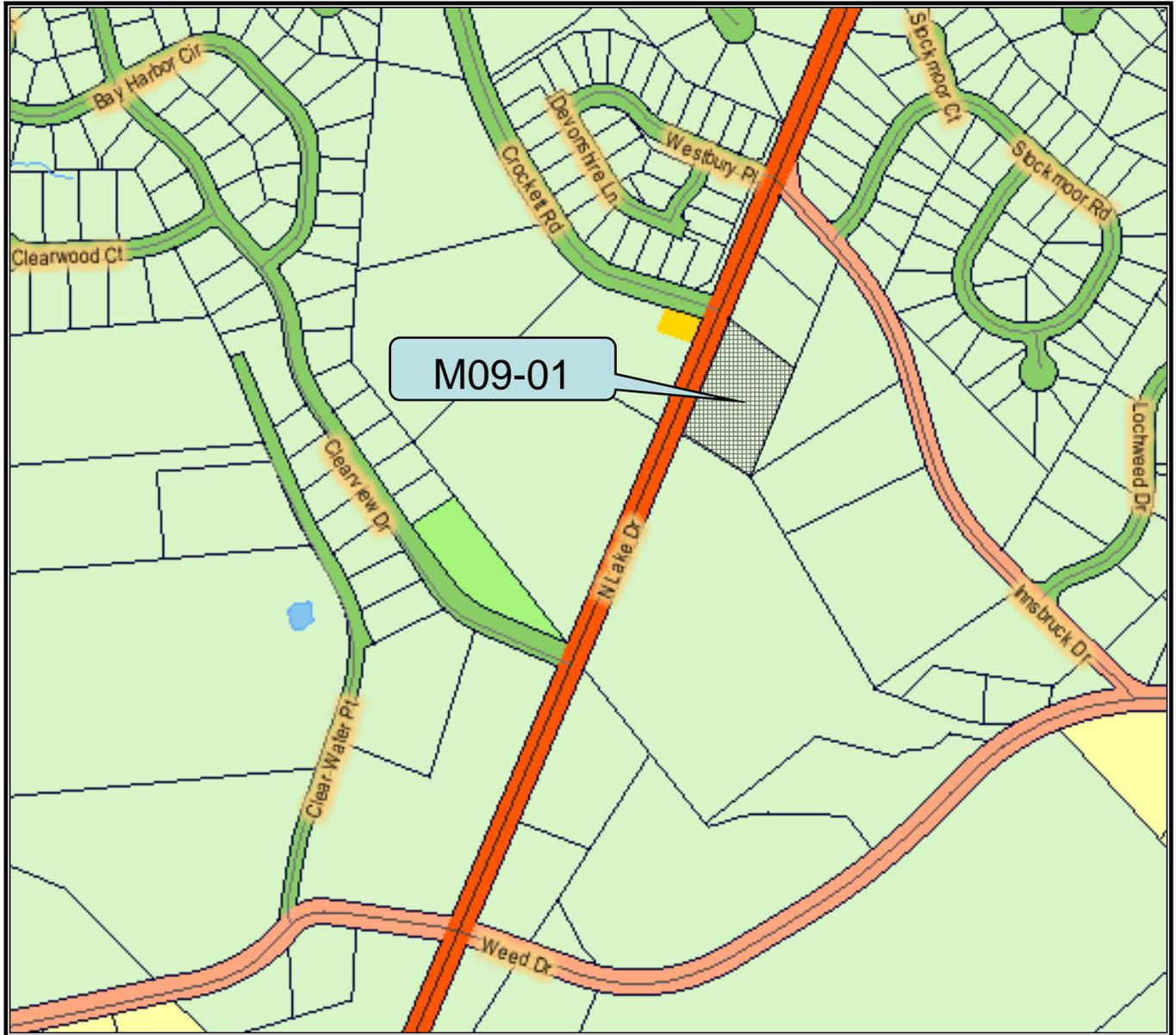
Table with 2 columns: Date, Action. Rows: 1/14/2009 Fee Received, Property Posted, Planning Commission

Planning Commission Recommendation: _____

Table with 5 columns: Date, First Reading, Public Hearing, Second Reading, Third Reading. Row: 01-27-09

Results: _____

Zoning Map Amendment Application M09-01



ZONING LEGEND

	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL - Limited Local Road		C2 - General Commercial		R3 - High Density Residential
	RL4 - Residential Local 4		D - Development		RD - Restrictive Development

Zoning Map Amendment Application M09-01



NOTE: Parcel boundary lines are approximate and may appear distorted in an oblique view.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR LEXINGTON COUNTY
ORDINANCE 08-16

AN ORDINANCE TO AMEND THE LEXINGTON COUNTY CODE OF ORDINANCES, CHAPTER 14, BUILDING AND BUILDING REGULATIONS; BY ADDING A NEW ARTICLE THEREIN FOR THE PURPOSE OF ESTABLISHING REGULATIONS AND REQUIREMENTS RELATED TO SMOKING IN RETAIL FOOD ESTABLISHMENTS IN THE UNINCORPORATED AREAS OF LEXINGTON COUNTY.

Pursuant to the authority of the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY LEXINGTON COUNTY COUNCIL:

SECTION I. County Council has determined that additional attention to the potential side effects of second hand smoke in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in the furtherance of its duty to protect the health of its citizens in retail food establishments and therefore enacts this Article.

The Lexington County Code of Ordinances; Chapter 14, Buildings and Building Regulations; is hereby amended to add a new article, which shall read as follows:

Article V. Retail Food Establishments

Section 14-___. Secondhand smoke in retail food establishments

- (a) Intent. County Council has reviewed the findings of the U.S. Surgeon General that concludes that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers to secondhand smoke. Therefore, County Council finds that it is in the best interest of the people of the unincorporated areas of the County to protect nonsmokers from involuntary exposure to secondhand smoke in retail food establishments. As a result, County Council declares that the purpose of this act is to preserve and improve the health, comfort, safety, and environment of the people of the unincorporated areas of the County by establishing that a retail food establishment must chose to be either a smoking or non-smoking facility, but not both.

- (b) Definitions.
 - (1) “Attached bar” means a bar area of a retail food establishment.
 - (2) “Enclosed area” means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, dining areas, attached bars, restrooms, offices, private dining rooms, foyers, waiting areas and halls.

- (3) "Retail Food Establishment" is any operation that prepares, packages, serves, processes, or otherwise provides food for human consumption on the premises, regardless of whether there is a charge for the food to include but not limited to restaurants, coffee shops, delicatessens, snack bars, ice cream parlors, cafeterias, mobile food units including bases of operations, and temporary food service establishments. This definition is not intended to include bar establishments in which the serving of food is only incidental to the consumption of alcoholic beverages, including but not limited to taverns, nightclubs, cocktail lounges and cabarets.
 - (4) Secondhand smoke" is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".
 - (5) "Smoking" means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.
- (c) Determination of Retail Food Establishment as "Non-Smoking" or "Smoking"
- (1) All retail food establishments shall provide a sign on all access doors that designates the entire facility as either "non-smoking" or "smoking" in all enclosed areas, to include within an attached bar.
 - (2) No person shall smoke or possess a lighted tobacco product in any enclosed area of a retail food establishment that is designated as a "non-smoking" facility.
 - (3) Notwithstanding any other provision in this article, an owner, operator, manager, or other person in control of a retail food establishment, facility or outdoor area may declare the entire establishment, facility or outdoor area as a nonsmoking location. Smoking shall then be prohibited in any place in which a sign conforming to the requirements of section 14-__ (f) is posted.
- (d) Posting of Signs. The owner, manager or person in control of a retail food establishment shall post a conspicuous sign at all access points for the retail food establishment which contains either: the words "No Smoking" and the universal symbol for no smoking; or "Smoking Permitted" and the universal symbol for smoking.
- (e) Jurisdiction, Enforcement and Penalties.
- (1) A person who owns, manages, operates, or otherwise controls a retail food establishment and who fails to comply with the provisions of this Section shall be deemed guilty of an infraction.
 - (2) A person smoking or possessing a lighted tobacco product in any non-smoking retail food establishment shall be guilty of an infraction.
 - (3) An infraction is punishable by a fine of twenty five dollars (\$25). Each day on which a violation of this Section occurs shall be considered a separate and distinct infraction. A violation of this Section is furthermore declared to be a public

nuisance. Further, Lexington County may pursue any other equitable remedy to insure that the retail food establishment complies with the requirements set forth herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTIONS IV. Effective Date. This Ordinance shall be enforced from and after _____.

LEXINGTON COUNTY COUNCIL

BY: _____
Debra B. Summers
Chairman, Lexington County Council

ATTEST THIS THE ____ DAY
OF _____, 2009

Diana W. Burnett, Clerk
First Reading: October 14, 2008
Second Reading:
Public Hearing: January 13, 2009
Third Reading:

ORDINANCE NO. 08-18

AN ORDINANCE AMENDING SECTION 46-1. OF THE LEXINGTON COUNTY ORDINANCE IN REGARDS TO DISPOSAL OF COUNTY-OWNED REAL PROPERTY.

BE IT ORDAINED BY THE COUNTY COUNCIL OF LEXINGTON COUNTY, SOUTH CAROLINA, AS FOLLOWS:

(e) Except as required by State Law, the procedures set forth above and herein are only guidelines for the County and may be waived and/or modified as deemed appropriate by the County. Any failure to adhere to the procedures set forth above and herein shall not invalidate any previous or future conveyance of real property by the County.

This Ordinance shall be effective immediately upon approval.

Enacted this _____ day of _____, 2009.

Debra B. Summers
Chairman, Lexington County Council

ATTEST:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed W/Clerk of Court: _____

ORDINANCE #09-01

AN ORDINANCE AMENDING THE LEXINGTON COUNTY LANDSCAPE ORDINANCE

Pursuant to the authority granted by the Constitution of the State of South Carolina and General Assembly of the State of South Carolina, be it ordained and enacted by the Lexington County Council as follows:

Amendments to the Landscape Ordinance are to be considered that would update the restrictions contained therein and as a minimum address the following issues:

1. Renaming of the Ordinance to the Landscape and Open Space Ordinance.
2. Increasing the scope of the Ordinance to apply to all residential and non-residential subdivisions.
3. Addressing clearcutting as an activity.
4. Adding a new Article which would address Open Space Requirements.
5. Creating an Open Space District to be added to the list of Road and District Classifications.
6. Considering the expansion of the Landscape Ordinance boundaries.

This Ordinance shall be effective from the date that it is approved.

Enacted this ____ day of _____, 2009.

Debra B. Summers
Chairman, Lexington County Council

ATTEST:

Diana W. Burnett, Clerk

First Reading: _____
Second Reading: _____
Public Hearing: _____
Third & Final Reading: _____
Filed w/Clerk of Court: _____

DRAFT update (as of January 5, 2009)

LEXINGTON COUNTY



LANDSCAPE ORDINANCE

August 25, 2004

FIRST EDITION - County Ordinance # 99-21, Final Reading: 08-08-2000, Effective Date: 01-01-2001
SECOND EDITION - County Ordinance # 03-08, Final Reading: 12-09-2003, Effective Date: 12-10-2003
THIRD EDITION - County Ordinance # 04-03, Final Reading: 08-24-2004, Effective Date: 08-25-2004

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Landscape and Open Space Ordinance Lexington County, South Carolina

Table of Contents

Article 1 – Authority	1
1.1 Authority and Jurisdiction.....	1
1.2 Intent.....	1
1.3 Scope of Regulations.....	1
1.3.1 New Activities.....	1
1.3.2 Existing Activities	1
1.3.3 Existing Permits	2
1.4 Establishment of Districts	2
1.4.1 Road and District Classifications.....	2
1.4.2 Landscape Maps.....	2
1.5 Incorporation of Maps	2
1.6 Exclusions.....	2
Article 2 – Definitions	3
2.1 Interpretation.....	3
2.2 Definitions.....	3
Article 3 – Landscaping Requirements	5
Section 1. General	5
3.1.1 Pre-Development Activity.....	5
3.1.2 Planting and Maintenance	5
3.1.3 Species Selection	6
3.1.4 Location	6
3.1.5 Exceptions to Location Requirements.....	7
3.1.6 Planting Islands.....	7
3.1.7 Clearcutting.....	7
Section 2. Land Use Compatibility	9
3.2.1 Application	9
3.2.2 Pre-Development Activity.....	9
3.2.3 Clearing Plan	9
3.2.4 Preservation Within Buffers	9
3.2.5 Screening.....	10
Section 3. Parking Lots	11
3.3.1 Design Requirements.....	11
3.3.2 Islands.....	11
3.3.3 Trees.....	11
Section 4. Service Areas/Utilities	12
3.4.1 Application	12
3.4.2 Service Areas and Utilities	12
3.4.3 Detention/Retention Ponds	12
3.4.4 Screening.....	13

Section 5. Building Design	14
3.5.1 Application	14
3.5.2 Design Elements	14
Section 6. Road Corridors	15
3.6.1 Identification of Road Corridors	15
3.6.2 Pre-Development Activity	15
3.6.3 Trees	15
Section 7. Scenic Corridor Protection	16
3.7.1 Identification of Scenic Corridors	16
3.7.2 Scope of Regulations	16
3.7.3 Pre-Development Activity	16
3.7.4 Clearing Plan	16
3.7.5 Preservation Requirements	17
3.7.6 Signs and Entranceways	18
3.7.7 Additional Zoning Requirements	18
Article 4 – Open Space Requirements	19
4.1 Residential Subdivisions	19
4.2 Golf Courses	20
4.3 Ownership of Open Space	21
Article 4-5 – Nonconformity	23
4-5.1 Purpose	23
4-5.2 Right to Continue a Nonconformity	23
4-5.3 Required Conformance of Legal Nonconformities	23
4-5.4 Required Notice	23
Article 5-6 – Administration	25
Section 1. General Provisions	25
5-6.1.1 Landscape Administrator	25
5-6.1.2 Site Plan Review	25
5-6.1.3 Compliance	25
5-6.1.4 Fees	25
Section 2. Variances and Appeals	26
Section 3. Amendments	27
5-6.3.1 Purpose	27
5-6.3.2 Procedures	27
5-6.3.3 Extent of Amendment Granted	27
5-6.3.4 Enactment	27
Section 4. Enforcement	28
5-6.4.1 Violations	28
5-6.4.2 Penalties for Violation	28
5-6.4.3 Liability	28
Section 5. Legal Status	29
5-6.5.1 Conflict with Other Laws	29
5-6.5.2 Separability	29
Appendix	31

Article 1 – Authority

1.1 Authority and Jurisdiction

In accordance with the authority conferred by the 1994 “South Carolina Local Government Comprehensive Planning Enabling Act,” S.C. Code Sections 6-29-310 through 6-29-1200, the County of Lexington does hereby establish and enact the following Landscape and Open Space Ordinance for the unincorporated area of Lexington County, South Carolina.

1.2 Intent

The purpose of this Ordinance is to protect and enhance the character, appearance, and image of Lexington County through attractive and creative landscape design and open space; to ensure land-use compatibility through proper use of vegetation and open space as a transition areas and screening; and to preserve scenic, canopied tree corridors.

1.3 Scope of Regulations

Except as otherwise stated, the regulations set forth herein shall apply to all Residential Attached (3 or more) dwelling units, as defined within the Lexington County Zoning Ordinance; all residential and non-residential subdivisions, as defined within Article 4; and all non-residential development within the unincorporated area of Lexington County, with the exception of the following development conditions/activities:

- a. Any public road construction or utility construction project, except as described in Article 3, Section 4, “Service Areas and Utilities.”
- b. Any land used for Crops and Animal Raising, as defined in the Lexington County Zoning Ordinance. This definition includes the raising of trees, vines, field, forage or other plant crops intended to provide food or fiber. However, processing areas, buildings, and retail or wholesale activities related to crops and animal raising are not exempt from the terms of this Ordinance. Section 3.1.7, Clearcutting, further defines the exemptions allowed for timber harvesting.
- c. Non-residential development containing a parking lot that is used as a display/storage area greater than ten thousand (10,000) square feet shall be exempt from the provisions of Article 3, Section 3, “Parking Lots”, within the display area only. (i.e., Automobile, Boat and Craft dealerships; truck terminals; etcetera).

Some of the residential activities, exempted above from the scope of these regulations, must follow the requirements of Section 7, Scenic Corridor Protection.

1.3.1 New Activities

Upon the effective date of this Ordinance any building, structure, or tract of land shall be used, constructed, or developed only in accordance with the applicable regulations contained herein.

1.3.2 Existing Activities

Any activity legally established prior to the effective date of this Ordinance which does not comply with its regulations shall be subject to the Nonconforming Use provisions of Article 4-5.

1.3.3 Existing Permits

Building permits or zoning permits lawfully issued before the effective date of this Ordinance or subsequent amendment shall remain in effect provided that such building, structure, or activity is substantially underway and being diligently pursued within six months of the issuance of the permit. If such does not occur, then the permit shall automatically lapse and the provisions of this Ordinance shall apply.

1.4 Establishment of Districts

1.4.1 Road and District Classifications

In order to implement the provisions of this Ordinance, the following road classification and districts are hereby established:

- LU - Land Use District (See Article 3, Section 2)
- PL - Parking Lot District (See Article 3, Section 3)
- SA - Service Areas/Utilities District (See Article 3, Section 4)
- BD - Building Design District (See Article 3, Section 5)
- RC - Road Corridor District (See Article 3, Section 6)
- OS - Open Space District (See Article 4)

Scenic Corridor - Those roads designated as Scenic Corridors will carry the extension “/S1, /S2, or /S3” after their road classification as created by the Zoning Ordinance. (e.g. “A/S1”, “C/S1”, or “L/S1”).

1.4.2 Landscape and Open Space Maps

The Landscape and Open Space Maps will show the portions of the County within which each of the provisions applies.

1.5 Incorporation of Maps

The location and boundaries of Scenic Corridors and of Landscape and Open Space Districts established to implement the provisions of this Ordinance are shown on the Landscape and Open Space Maps, which are hereby incorporated into the provisions of this Ordinance. These maps in their entirety, including all map amendments, shall be as much a part of this Ordinance as if fully set forth and described herein.

1.6 Exclusions

Because such activities are developed with benefit of public hearings and other input, any facility or activity established or expanded by Lexington County is exempt from the provisions and administrative procedures of this Ordinance. However, the development plan for all such exempt activities shall be devised with a diligent effort to meet the requirements of this Ordinance.

Article 2 – Definitions

2.1 Interpretation

This Ordinance shall be interpreted according to its literal terms. Words shall be construed as defined in a standard dictionary and syntax shall be understood according to conventional rules. Final interpretation shall be by the Landscape Administrator. Any appeal of that interpretation may be made to the Lexington County Board of Zoning Appeals.

Unless the context requires otherwise:

- a. The present tense of verbs shall include the future tense;
- b. The masculine gender shall include the feminine;
- c. The singular shall include the plural, and the plural shall include the singular; and,
- d. The word “shall” denotes a mandatory requirement; the word “may” denotes permission.

2.2 Definitions

The following terms shall have the following definitions:

Activity – the performance of a function or operation which constitutes the use of the land; specific activities referred to in the Landscape Ordinance shall be considered as defined in the Zoning Ordinance for the County of Lexington.

Arterial, Collector, or Local Roads – any roads bearing these road classifications as defined in the Lexington County Zoning Ordinance and shown on the Zoning Maps.

Berm – A hill or slope (man-made or natural) which represents a change in elevation and serves as a screening tool.

Building Area – That portion of a structure that is defined by the “footprint” and/or total square footage.

Caliper – The diameter of nursery stock, taken at six inches above ground for up to and including four-inch caliper size and twelve inches above ground for larger sizes.

Critical Root Zone – A protection zone measured as one foot in radius around a tree for every one inch in diameter (D.B.H.) of the tree.

Diameter Breast Height (D.B.H.) – The accepted measurements of established trees in the ground is their diameter at breast height, measured at 4½ feet above grade. To obtain the D.B.H., measure the circumference of the tree in inches and divide by 3.14 (pi).

Groomed Condition – refers to a manicured, adorned, prepared, or otherwise formally landscaped setting; not in a natural state.

Landscape Administrator – The County official assigned to administer, interpret, and enforce the Landscape Ordinance.

Natural Condition – refers to a native, indigenous, unpruned, unaltered setting or planting.

Parking Lot – Any parcel of land, or portion thereof, which is used for parking, loading, or associated circulation, whether paved or unpaved.

Road Frontage – Area of land adjacent to a road right-of-way.

Screen, Screening – Any structure or vegetative stand, or combination of both, which is used for the purpose of blocking views, noise, and light or glare from neighboring properties and, where required, road rights-of-way. Total and partial screening is further defined in the Lexington County Zoning Ordinance.

Shrub – Any hard-wooded perennial plant of a species which normally reaches a height between twelve inches and eight feet.

Stabilizing Vegetation – Any plant material which serves to prevent soil erosion by covering large areas of ground, and which does not grow beyond twelve inches in height. May also be referred to as “ground cover.”

Transitional Area – Area of land, improved by landscaping and/or screening, designed to minimize the impact of high-intensity land uses on neighboring, lower-intensity uses.

Tree – Any hard-wooded perennial plant, whether coniferous or deciduous, of a species which normally reaches a height of eight feet or more at maturity.

Tree, Canopy, Large – Any single-stem tree of a species which normally reaches a height of thirty feet or more and a crown spread of twenty feet or more at maturity.

Tree, Understory, Small – Any single- or multi-stem tree of a species which normally reaches a height of between eight and thirty feet and a crown spread of less than twenty feet at maturity.

Trophy Tree – A tree of significance due to its size, relative to its species. See Appendix.

Underbrush – Naturally occurring vegetation and vines that are not necessarily shrubs or trees.

Vision Clearance Triangle – as described in the Lexington County Zoning Ordinance.

Article 3 – Landscaping Requirements

Section 1. General

Improving the aesthetics of thoroughfares and other public spaces contributes to the general welfare, prosperity, and pride of a community, while mitigating potential environmental damage and promoting harmonious activities.

The following landscape requirements are established in order to preserve and enhance existing vistas; provide shade; improve appearance; break up large expanses of impervious surfaces; improve ground water discharge; promote air purification and oxygen regeneration; and to promote adequate light, air, and open space for the citizens of Lexington County and its visitors.

It is the intent of this article to encourage creativity and good practice in design, as well as flexibility in the application of design standards, by placing emphasis on the use of a variety of elements and diverse planting groups to achieve the desired results.

3.1.1 Pre-Development Activity

- a. The appropriate land disturbance permit(s) must be obtained prior to the removal of any stumps, root systems, or stabilizing vegetation.
- b. Clearing and Landscape Plans may be required as part of the Landscape Review process. The plans must demonstrate how the developer will meet the requirements of the Ordinance as well as show various existing conditions. Clearing and Landscape plans will contain, at a minimum, the following information:
 - a. Total acreage of parcel;
 - b. Area to be developed;
 - c. All trophy trees on the parcel;
 - d. Proposed location of any structures;
 - e. Proposed location of service areas, such as garbage collection; and,
 - f. Proposed location of detention/retention ponds.
- c. Once necessary development approvals have been granted and permits obtained, and prior to the commencement of any clearing, grading, tree removal or construction on a site, the developer shall cause all protected trees to be marked with surveyor's flagging in a uniform manner that clearly identifies those trees to be retained. At the discretion of the Landscape Administrator, passive forms of marking may be used (i.e. continuous rope or flagging for areas which are remote from human activity or heavily wooded).

3.1.2 Planting and Maintenance

- a. To the greatest extent possible, the development plan should address the location of excavation for activities such as utilities to avoid root damage to trees being preserved or planted.
- b. There shall be no construction, paving, grading, trenching, digging, excavation, operation of equipment or vehicles, cement rinsing, chemical usage or storage of materials within the critical root zone of any tree being preserved.
- c. New trees must be planted properly, to include soil/site preparation and protection of roots. See Appendix.
- d. New trees and preserved trees must be properly maintained. Any trees required by this Ordinance that die must be replaced within 45 days. The Landscape Administrator may extend this replanting period based on the climactic and planting conditions of the season, or other unusual conditions.

3.1.3 Species Selection

- a. The Landscape Administrator shall approve the number, type, size and location of all trees required by the Ordinance. This shall be accomplished in a manner that ensures creativity and variety in design, height, texture and color and that discourages single rows of identical plantings, with the exception of street trees along major road corridors which may have to be planted/retained in a single row. To the greatest extent possible, required landscaping shall replicate the surrounding natural conditions.
- b. Tree specimens proposed for planting shall be hardy for the particular soil and climate conditions they will encounter and located in such a manner as to encourage mature growth.
- c. The minimum required caliper of trees to be planted as required by this Ordinance shall be 12 feet tall and 2-inch caliper for canopy trees and 6 feet tall for understory trees, with no minimum caliper for understory.
- d. The thinning of understory trees and other vegetation within a development may be approved or required by the Landscape Administrator to encourage the healthy maturation of preferred trees.
- e. Except as otherwise provided for within this Ordinance, all trees identified as trophy trees shall be preserved.
- f. To encourage diversity and flexibility of design, no more than 60% of any one species of tree may be used in the overall development plan.

3.1.4 Location

- a. The provisions of this Ordinance are not intended to create a conflict with signs or entrances to any residential or non-residential development. All signs and entrance ways should be designed and located in such a manner as to be enhanced by the landscaping requirements and existing vegetation. All locations of signs and driveways must meet the requirements of the Lexington County Zoning Ordinance.
- b. Trees, planted or raised islands, berms, shrubs and service areas shall be placed outside the vision clearance triangle at any intersection with a road right-of-way, with the full mature size of the plant being taken into account. In addition, these features shall be located in such a manner as to not create a vision hazard for those citizens navigating internal travel lanes, driveways, and parking lots. Regular maintenance of these features to ensure a clear line of sight is required.
- c. The presence of underground or overhead utilities shall be taken into consideration when determining the type and placement of required trees.

3.1.5 Exceptions to Location Requirements

- a. In the event that a trophy tree is located on a lot within the proposed building footprint and no reasonable redesign of the building to preserve the tree can be identified, the Landscape Administrator has the authority to allow the trophy tree to be removed.
- b. Within the development process, any tree that has been certified in writing as being hazardous to public health, safety or welfare shall be removed, to include trees identified as trophy trees.

3.1.6 Planting Islands

All planting islands must be designed with a minimum 160 square feet of pervious area for each tree. Each tree trunk in a planting island must be at least 4 feet from any impervious area, to include curbing.

3.1.7 Clearcutting

Silviculture is the science of managing the establishment, growth, composition, and quality of forest vegetation for the full range of forest resource objectives, which often include wildlife, water, recreation, aesthetics, etc. Stands of trees and forests are sometimes managed purely for timber where clearcutting is often practiced to regenerate certain species that require sunlit conditions. Even in a silvicultural planned clearcut, virtually all trees may be removed to achieve the environment desired, including certain light and soil conditions.

Timber harvesting is recognized as a practice beneficial to individual property owners, but also to the local economy. However, trees are also recognized as playing a key role in the quality of the economic and environmental future of the County. It is the intent of this section of this ordinance to have a reasonable review of clearcutting, in conjunction with timber harvesting activities, which allows for equitable financial gain to property owners while preserving that part of the vegetative environment that is essential to the quality of life of the general population.

- a. Clearcutting associated with development may occur only after the provisions of this ordinance have been met for the proposed development. This would typically involve a developer submitting a plan to the Landscape Administrator for review and approval, either for himself or on behalf of the property owner. In forest management terms this will include a development cut because it is considered the final harvest without plans for regeneration of trees.
- b. Clearcutting that occurs with no immediate intention of development will be reviewed by the Landscape Administrator to insure that there is no loss of essential short-term water quality protection or beneficial long-term trophy tree preservation. This review will be done very quickly if there is an unexpected need by the property owner for prompt assistance. This assessment is not intended to prevent equitable financial gain to the property owner, but to insure that the activity does not cause irreplaceable damage to the long-term benefits to the County or the property owner in the following two areas of concern:

Water quality protection: The stormwater runoff after timber harvesting must meet the water quality requirements of Lexington County. Since the water quality protection for the stormwater runoff from an undeveloped tract of land is generally not as rigid as the protection needed for developed property, preserving larger riparian buffers may not be required as a part of the *Best Management Practices for Forestry (BMP's)*; but should be considered as a way to enhance the value of the property for future development. This would especially be true if the lack of adequate riparian buffers causes future development to construct more expensive alternate methods to achieve required water quality protection. Therefore, following BMP's as established and amended by the South Carolina Forestry Commission will be considered sufficient for timber harvesting, but may not be sufficient for the future development of the property.

Trophy tree preservation: This requirement involves identifying irreplaceable groupings of trophy trees that can easily be included in future development plans as value-added amenities. It is not the intent of this ordinance to require the preservation of every trophy tree on a piece of property or to imprudently leave isolated trophy trees that are not good candidates for long-term survival. The Appendix of this Ordinance contains the criteria for trophy trees, including a list of those trees that are not considered worthy of protection regardless of size.

Exemptions: Any forestry activity, including tree harvesting, which is being conducted in accordance with the *Best Management Practices for Forestry* as established and amended by the South Carolina Forestry Commission and as part of an ongoing forest management program does not require a review by the Landscape Administrator. A simple notification by telephone, FAX, or e-mail of the proposed activity will be made to the Landscape

Administrator. Lexington County may deny any permits for development of a site for a period of three years after the completion of a tree harvest if there was a willful intent by the applicant to exercise this forestry exemption to circumvent any provisions of this Ordinance.

Sediment and Erosion Protection: At all times timber harvesting activities must provide sediment and erosion protection for adjoining properties and public roadways in accordance with BMP's. Even though those practices do not include a visual buffer, Lexington County will require a minimum visual buffer as follows:

- Scenic Corridor 1: 50 feet
- Scenic Corridor 2: 25 feet
- Scenic Corridor 3: 15 feet
- All other roads: 15 feet
- Adjoining property: 10 feet

Section 2. Land Use Compatibility

To meet the demands of the consumer in both the residential and non-residential marketplace, there are often land uses located adjacent to or in the proximity of one another that are not necessarily compatible. The following requirements are set forth both to address privacy and aesthetic considerations, as well as minimize the effects of differing or incompatible land uses through the use of vegetated transition areas, screening and noise control. Design considerations will include the visibility between such uses, existing topography, and existing natural elements. The design review process will encourage creative site design, building design, and building arrangement.

3.2.1 Application

- a. This section shall apply where there is a buffer and/or screening requirement of the Lexington County Zoning Ordinance.
- b. No improvements required by this section may encroach upon a public or private road right-of-way.

3.2.2 Pre-Development Activity

There shall be no clear-cutting or other removal of vegetation within any buffer required by the Lexington County Zoning Ordinance, without the submission of a clearing plan for approval by the Landscape Administrator.

3.2.3 Clearing Plan

Clearing plans submitted for development involving a buffer shall include the following, in addition to the general plan requirements:

- a. Location of buffer as required by the Zoning Ordinance;
- b. Location of screening as required by the Zoning Ordinance;
- c. Location and identification of all canopy trees with a D.B.H. eight inches or greater, and of all understory trees with a D.B.H. of four inches or greater; and,
- d. Location and identification of all trophy trees.

3.2.4 Preservation Within Buffers

- a. Except as otherwise provided for in this Ordinance, there shall be no removal of canopy trees, understory trees, or underbrush within the buffer.
- b. Where there is not sufficient existing vegetation, or where topography requires encroachment into the buffer during the development process, vegetation shall be planted or re-planted within the buffer at a minimum average density of one group for every 35 feet, or portion thereof, of buffer area.
- c. Groupings of materials shall be any approved combination of the following:
 - One large canopy tree and three understory trees
 - One large canopy tree and three large evergreen shrubs
 - Equivalent combination as approved by the Landscape Administrator
- d. In all cases, preservation and planting of underbrush, understory trees, and canopy that are

appropriate for the setting is encouraged. The preservation or planning of undesirable underbrush, understory trees, and canopy trees is discouraged as otherwise provided for in the Ordinance, there shall be no removal of canopy trees, understory trees, or underbrush with the buffer.

3.2.5 Screening

- a. The use of vegetation for screening is strongly encouraged. However, where a wall, fence or berm is proposed or being used to satisfy the screening requirements of the Lexington County Zoning Ordinance, at least 50% of the line of screening must be vegetation in front of or in place of the wall, fence or berm to soften the effect. The vegetation must be placed on the protected property line side of the structure.
- b. Whether installed to meet the screening requirements of the Zoning Ordinance or not, all walls, fences or berms visible from the road and less than 500' from the road right-of-way shall also have vegetation in front of at least 50% of the structure.
- c. Access and room for maintenance must be incorporated into the design and placement of the structure and subsequent vegetation.

Section 3. Parking Lots

Parking lots are a natural product of most land uses. The intent of this section is not to fully screen or hide them from view, but to enhance their appearance, break up vast flat visual expanses, provide shade, promote air circulation, and reduce stormwater runoff.

3.3.1 Design Requirements

- a. A parking lot design plan shall be included in the landscaping plan submitted to the Administrator as part of the review process.
- b. Parking spaces that are adjacent to a sidewalk, pedestrian/bike path, or road right-of-way shall be designed such that there is some natural or other element to prevent the bumpers, fenders or doors of vehicles from intruding into the path of pedestrian or vehicular traffic outside the parking space.
- c. All parking lots shall adhere to the minimum space requirements of the Lexington County Zoning Ordinance and the minimum accessible space requirements of the Lexington County Building Code.

3.3.2 Islands

- a. Parking lots that are designed with planted or raised islands shall include an obvious means of pedestrian egress through or between islands at reasonable intervals.
- b. Parking lots that are designed with planted or raised islands shall design the location of the islands so as not to interfere with the opening of car doors in adjacent spaces.

3.3.3 Trees

- a. All developments with greater than eight surface spaces of parking area and associated circulation must include the use of large canopy trees throughout the parking area. In no case shall a parking space be greater than 50 feet from the trunk of a tree. Trees shall be provided at a minimum average density of 1 tree per every 8 spaces.
- b. Where overhead utilities exist or are planned, understory trees may be required instead of large canopy trees, at a replacement density of three understory trees for each canopy tree.

Section 4. Service Areas/Utilities

This section is intended to safeguard the public from the dangers of attractive nuisances, improve community appearance, and minimize noise associated with the operation of service areas and maintenance of utilities while recognizing the necessity of service areas for public health, welfare, and personal conveniences.

3.4.1 Application

- a. The requirements of this Section shall apply to all service areas, equipment, and structures related to garbage collection, utilities and communication, as well as all detention and retention ponds, or other similar stormwater holding areas, to include those in residential subdivisions.
- b. This section shall not be construed to deny access by vehicles and equipment to service areas or for maintenance of detention and retention ponds.

3.4.2 Service Areas and Utilities

- a. Service areas and equipment/structures related to garbage collection, utilities, and communication (i.e. voice, data, or visual) must be screened from view from public rights-of-way and adjoining property through the use of landscaping, berming and/or fencing, or a combination thereof.
- b. All garbage collection sites and containers shall be shielded on all sides by screening that is 100% opaque and at least one foot higher than the item, but not less than six feet regardless of the height of the container. One side may remain open to accommodate receptacle pick-up, provided the open side is positioned to have the least visible impact on surrounding properties and roads. Nothing in this provision implies or allows non-compliance with the maximum permitted noise levels as found in the Lexington County Zoning Ordinance.
- c. Non-power utility fixtures, substations and exposed metal cabinets greater than five feet in height shall be screened from view from any private or public street and from adjoining developed property to the extent practicable after consideration of proper equipment operation, code compliance, security, access and maintenance.

3.4.3 Detention/Retention Ponds

- a. Detention and retention ponds, or other holding areas that are part of a storm/surface water system, should be enhanced as an amenity of the development.
- b. Unless designed as an integral part of a landscape plan or featured as an amenity (i.e., water features in a wet bottom basin or recreation/open space in a dry bottom basin) all detention ponds, retention ponds, or other similar holding areas shall be screened from view from any existing or future private or public street and from adjoining property.
- c. The development of any system shall be in accordance with the provisions of the Lexington County Stormwater Management and Sediment Erosion Control Ordinance, to include the requirement of fencing for safety purposes.

3.4.4 Screening

The use of vegetation for screening is strongly encouraged, however, if fencing or a wall is used for screening of service areas, utilities, or ponds, at least 50% of the structure shall be softened with shrubbery or other vegetation. The vegetation must be placed on the outside property line of the structure. Access and room for maintenance must be incorporated into the design and placement of the structure and subsequent vegetation.

Section 5. Building Design

Landscape features are typically used to visually improve large expanses of concrete or other building materials, mask blandness and blank walls, and compensate for a lack of architectural elements. This section recognizes that good building design and placement can also accomplish this, thus turning landscape features into a frame or enhancement of the building.

3.5.1 Application

- a. Non-residential and Residential Attached (3 or more dwelling units) activities, as described in the Lexington County Zoning Ordinance, shall have all facades visible from the road and less than 500 feet from the right-of-way designed or landscaped in accordance with this section.
- b. Where it is determined by the Landscape Administrator that a building is designed to have all visible facades architecturally enhanced (coining, window treatments, lighting features, etcetera), landscaping may not be a requirement.

3.5.2 Design Elements

- a. Developments whose buildings include great expanses of unadorned, blank walls typical of an industrial, retail, or warehouse use shall include a landscape enhancement plan to screen these walls as part of the development review process.
- b. Acceptable architectural elements in lieu of landscaping should relate to surrounding building materials and scale.
- c. Landscape elements should be of varying heights, textures, and number. They should be spaced intermittently along the designated wall and should not produce the visual effect of a straight hedge.
- d. Landscape design is not intended to hide signage or entrances, rather to frame, enhance, and invite. Signs and driveways should be located in such a manner as to not be obstructed by landscaping or architectural features.

Section 6. Road Corridors

It is recognized that a number of thoroughfares in Lexington County have lost their natural canopies and scenic qualities due to development and road widening projects. It is important then, to the greatest extent practical, that trees in public spaces along the main byways through the community be preserved or reestablished.

3.6.1 Identification of Road Corridors

Any road identified as an Arterial, Collector, or Local Road by the Lexington County Zoning Ordinance shall be considered a road corridor. Where any road corridor or portion thereof is also identified as a scenic corridor, the requirements of Section 7, "Scenic Corridor Protection," shall prevail.

3.6.2 Pre-Development Activity

Recognizing that in some instances lot-clearing and replanting may be the most cost-effective method of development, and that some existing trees are not suitable or desirable as street-frontage trees, developers are encouraged to identify those trees along road corridors that may be preserved during the clearing and development process. The Landscape Administrator may approve preservation of these trees in lieu of or in combination with specific re-planting efforts.

3.6.3 Trees

- a. Street frontage trees shall average at least one tree per forty (40) feet of frontage, or portion thereof.
- b. Where there are not sufficient existing street frontage trees at development sites on road corridors, the Landscape Administrator shall require the addition of canopy or understory trees, or a combination of the two, in order to enhance the street-scape and public space created by development along road frontage.
- c. Street frontage trees required to be planted shall be setback at least 10 feet, but not greater than 20 feet, from the future road right-of-way as established in the Right-of-Way Plan and set forth in the Lexington County Zoning Ordinance.
- d. Large canopy trees to provide shade will be required except where there exist overhead utilities. Where overhead utilities exist or are planned, understory trees may be required instead of large canopy trees, at a replacement density of three understory trees for each canopy tree.
- e. The location of signs and driveways as part of the development shall take into account the required addition of trees. Signs should be designed and placed in a manner so as not to be obstructed by the required street frontage trees along a road corridor.

Section 7. Scenic Corridor Protection

Certain roads in the County, or portions thereof, shall be established for preservation because of their unique character, to include the existence of long-standing natural tree canopies. These scenic roads have an important role in environmental quality, sense of community and history, and economic development. The following provisions are established in order to preserve and protect the natural vistas of certain thoroughfares and byways within the County. Development along these corridors shall be designed with the principal purpose of accommodating and preserving existing tree canopies, to the greatest extent possible. The intent of this Ordinance is not to prohibit extensive development along these corridors, but to retain the unique character in the process of development.

3.7.1 Identification of Scenic Corridors

Criteria for identifying scenic road corridors under this section shall be established by the Lexington County Planning Commission and approved by Lexington County Council. Criteria may include, but not be limited to, the presence of extremely significant tree canopy or cover. **It will be permissible to establish more than one category of scenic corridor designations.**

The Landscape **and Open Space** Maps identifying roads or sections of roads in the unincorporated area of Lexington County that meet the established criteria will be recommended by the Planning Commission and approved by County Council.

Scenic corridors may be removed from or added to the map upon a recommendation of the Planning Commission and approval of County Council. **A list of these corridors will be maintained in the Appendix of this Ordinance.**

3.7.2 Scope of Regulations

This section shall apply to activities as outlined in Section 1.3. Additionally, the following residential activities shall also be required to follow the restrictions in this section on Scenic Corridor Protection:

- a. Residential subdivisions that have lots developed with frontage on a Scenic Corridor. The requirements of this section shall not apply if the portion of the lot that fronts the road is the front yard of the residence.
- b. Developments that contain Residential Attached (two dwelling units) activities.
- c. Mobile Home Parks.

3.7.3 Pre-Development Activity

There shall be no clear-cutting, timbering, or other removal of canopy trees, understory trees, or underbrush within 50 feet of any existing right-of-way along a scenic corridor without the submission of a clearing plan for approval by the Landscape Administrator.

3.7.4 Clearing Plan

Clearing plans submitted for activities along scenic corridors shall include the following, in addition to the general plan requirements:

- a. Location and identification of all canopy trees with a D.B.H. of eight inches or greater, and all understory trees with a D.B.H. of four inches or greater.
- b. Location and identification of all trophy trees.

3.7.5 Preservation Requirements

Scenic Corridor 1

- a. Except as otherwise provided for in this Ordinance, there shall be no removal of canopy trees, understory trees, or underbrush within the first 25 feet along a Scenic Corridor 1. The only development allowed within the first 25 feet behind the road right-of-way shall be a sign and an entrance driveway regardless of any buffering requirements of the Lexington County Zoning Ordinance.
- b. Except as otherwise provided for in this Ordinance, all canopy trees with a D.B.H. of eight inches or greater, and all understory trees with a D.B.H. of four inches or greater, shall be preserved within the area 26 - 50 feet deep along a scenic corridor.
- c. Parking, groomed conditions, and natural conditions may be utilized within the area 26 - 50 feet deep along a Scenic Corridor 1 to augment the preserved trees.
- d. Where the imposition of a 50-foot zone represents greater than 20% of the area of a parcel, as platted prior to the enactment date of this ordinance, the combined natural and landscaped zone may be reduced from 50 feet to 20% of the parcel area. This reduced area shall be proportionately shared between the natural conditions and other uses as described above.
- e. Where there is a significant break or gap in an existing tree canopy along an identified Scenic Corridor 1, the Landscape Administrator shall require that the first twenty-five feet be preserved in as natural a condition as possible with an opportunity for the area to re-vegetate naturally in a manner similar to other portions of the corridor. Where there are no substantial trees in this area, the Landscape Administrator may require street frontage trees (as required in *Article 3, Section 6, Major Road Corridors*) to average at least one tree per twenty (20) feet of frontage, or portion thereof.
- f. In all cases, preservation of underbrush, understory trees, and canopy trees that are appropriate for the setting is encouraged. The preservation or planting of undesirable underbrush, understory trees, and canopy trees is discouraged.

Scenic Corridor 2

- a. Except as otherwise provided for in this Ordinance, there shall be no removal of canopy and understory trees within the first 25 feet along a Scenic Corridor 2. The only development allowed within the first 25 feet behind the road right-of-way shall be a sign and an entrance driveway regardless of any buffering requirements of the Lexington County Zoning Ordinance.
- b. Where the imposition of a 25-foot zone represents greater than 20% of the area of a parcel, as platted prior to the enactment date of this ordinance, the scenic zone may be reduced from 25 feet to 20% of the parcel area.
- c. Where there is a significant break or gap in an existing tree canopy along an identified Scenic Corridor 2, the Landscape Administrator shall require that the first twenty-five feet be preserved in as natural a condition as possible with an opportunity for the area to re-vegetate naturally in a manner similar to other portions of the corridor. Where there are no substantial trees in this area, the Landscape Administrator may require street frontage trees (as required in *Article 3, Section 6, Road Corridors*) to average at least one tree per twenty (20) feet of frontage, or portion thereof.

- d. In all cases, the preservation and planting of understory and canopy trees that are appropriate for the setting shall be required. The preservation or planting of undesirable underbrush, understory trees, and canopy trees is discouraged.

Scenic Corridor 3

- a. Except as otherwise provided for in this Ordinance, there shall be no removal of canopy and understory trees along a Scenic Corridor 3 that may serve as street frontage trees in accordance with *Article 3, Section 6, Road Corridors*.
- b. Where there is a significant break or gap in an existing tree canopy along an identified Scenic Corridor 3, the Landscape Administrator shall require the street frontage trees (as required in *Article 3, Section 6, Road Corridors*) to average at least one tree per twenty (20) feet of frontage, or portion thereof.
- c. In all cases, the preservation and planting of understory and canopy trees that are appropriate for the setting shall be required. The preservation or planting of undesirable understory and canopy trees is discouraged.

3.7.6 Signs and Entranceways

Proper preservation of scenic corridors is compatible with the economic feasibility and visibility of development. The placement of signs and entranceways along a scenic corridor shall be designed in such a manner as to minimize the impact on preserved trees.

3.7.7 Additional Zoning Requirements

Where there is a scenic corridor designation, additional restrictions are contained in the Lexington County Zoning Ordinance.

Article 4 – Open Space Requirements

Improving the quality of all development activities, whether residential or non-residential, contributes to the general welfare, prosperity, and pride of the County; and if the preservation of open space is involved there is the opportunity to mitigate potential environmental damage and promote a healthier and more livable community.

The following open space requirements are established in order to preserve and enhance existing vistas; improve appearance; offset the environmental impact of large expanses of impervious surfaces; improve ground water recharge; and promote adequate light, air, and open space for the residents of and visitors to Lexington County.

It is the intent of this article to encourage creativity in layout design by being as flexible as possible in the application of open space standards.

4.1 Residential Subdivisions

The purpose of this section is to provide guidelines for the establishment of suitable and usable open space within all proposed residential subdivisions with lot sizes less than two acres or which have at least ten lots.

4.1.1 Quantity of Open Space

At least ten (10) percent of the total gross land area of the subdivision shall be designated as open space. The following shall be counted toward this minimum open space requirement provided they are actually set aside on property separate from the subdivision parcels:

- a. Natural features (riparian areas, wetlands, natural ponds, streams, wildlife corridors, steep slopes, etc.), natural hazard areas (floodplains, floodways, etc.), stormwater features (drainage channels, ditches, ponds, etc.), and land area occupied by Low Impact Development (LID) stormwater management devices;
- b. Land designated as open space as a result of the Scenic Corridor Section of this ordinance; and
- c. Land occupied by active and passive recreational uses such as pools, playgrounds, tennis courts, jogging trails, ball fields, and clubhouses used primarily for recreation purposes. However, this category of open space can only encompass up to fifty (50) percent of the required open space.

4.1.2 Location

Where relevant and appropriate, open space shall be located so as to be readily accessible and useable by the residents. If possible, a portion of the open space should provide a focal point(s) for the subdivision, preferably at the entrance.

On Scenic Corridor 1's, at least the first 25 feet from the road right-of-way shall be designated as open space. On Scenic Corridor 2's and 3's with at least 66 feet of right-of-way, at least the first 15 feet from that right-of-way shall be designated as open space. On Scenic Corridor 2's and 3's with only 50 feet of right-of-way, at least the first 20 feet from that right-of-way shall be designated as open space.

4.1.3 Configuration

The open space shall use contiguous and compact design elements where possible. These spaces, where applicable, should be interconnected with trail systems, buffer areas, scenic corridors, natural features, or as a portion of the stormwater management system.

Where open areas, trails, parks, or other public spaces are planned or exist adjacent or within the subdivision, the open space shall, to the maximum extent practicable, be located to adjoin, extend, and enlarge the existing area.

To the maximum extent practicable, the open space should be located and organized to include, protect, and/or enhance as many of the following open areas and features as possible:

1. Natural features (riparian areas, wetlands, natural ponds, streams, wildlife corridors, steep slopes, etc.), natural hazard areas (floodplains, floodways, etc.), stormwater features (drainage channels, ditches, ponds, etc.), and land area occupied by Low Impact Development (LID) stormwater management devices;
2. Areas containing groupings of mature trees, groupings of younger trees with the potential to develop into a forest ecosystem, and trophy trees as defined within this Ordinance;
3. Landscaped buffers or visual transitions between different types or intensities of uses; and
4. Habitat and corridors for wildlife species.

4.1.4 Access

Open space shall either front on the road right-of-way within the subdivision or shall have a minimum 20-foot dedicated right-of-way between lots or along property lines to the open space. This access area shall be counted toward this minimum open space requirement.

Motorized vehicles such as motorcycles or all-terrain vehicles shall not be allowed access to the designated open space.

4.2 Golf Courses

The purpose of this section is to provide guidelines for the establishment of suitable and usable open space within the layout of golf courses, to be utilized only in the event the golf course is abandoned as an activity at some point in time.

4.2.1 Quantity of Open Space

A buffer strip of open space at least 100 feet wide shall be established in each of the required locations.

4.2.2 Location

The open space shall be required to be established where residential uses are a part of the development that contains the golf course and where those uses adjoin the fairways that are part of the golf course portion of the development. The designated buffer strip shall extend along the entire length of the residential property line that adjoins the fairways. This shall include all residential lots regardless of whether the lot contains a house.

Where there is a larger tract of land containing a house adjoining the fairways of the golf course the following shall apply. The residential activity [generally the building footprint] that is more than 300 feet from this property line does not qualify for this open space amenity, and a residential activity that is within 300 feet of, but more than 150 feet from, the golf course qualifies for an open space buffer of 50 feet.

4.2.3 Access

This open space shall either front on a road right-of-way or shall have a minimum 20-foot dedicated right-of-way which extends to a road.

Motorized vehicles other than golf carts, such as motorcycles or all-terrain vehicles, shall not be allowed access to this designated open space.

4.2.4 Use of the open space

This open space is being required as a buffer area and shall be used for no activities more intense than passive recreation. If there is golf course property not included in this open space requirement which is accessible only through the buffer area, then a single access point will be allowed as long as that access follows the shortest route possible and comes no closer than 50 feet to any existing residential property lines.

4.3 Ownership of Open Space

Ownership of required open space may be handled in many ways. It may be allowed to be dedicated to Lexington County if it is an integral part of the storm drainage and water quality protection system. It may also be made part of lands owned and managed by a property owners association or dedicated to some other public agency such as a County recreation commission. The use of conservation easements is encouraged and may also allow for additional ownership options.

Article 4-5 – Nonconformity

4-5.1 Purpose

The purpose of this Article is to control, improve or terminate activities which do not conform to one or more provisions of this Ordinance. If an activity was legally established with all required local, state and federal land use permits and approvals, yet does not currently conform to one or more provisions of this Ordinance, it may qualify as a legal nonconformity.

4-5.2 Right to Continue a Nonconformity

A legal nonconformity may be continued without compliance with this ordinance if the degree of nonconformity is not increased. This means that modifications, enlargements, expansions, extensions, substitutions or other changes in the nonconforming activities or facilities must comply with the provisions of this Ordinance as follows:

Any building enlargements, expansion of parking facilities, and other expansions of use must meet the applicable sections of this Ordinance, for the expansion or enlargement only.

Any substituted use that must meet a greater buffer or screening requirement under the Lexington County Zoning Ordinance than the legal nonconformity will be required to meet the requirements of Article 3, Section 2, "Land Use Compatibility."

4-5.3 Required Conformance of Legal Nonconformities

All properly permitted activities which are nonconforming as of the date of the implementation of this Ordinance shall be allowed to remain as developed.

4-5.4 Required Notice

Notice must be given by the Landscape Administrator at least six months prior to the enforcement of any of the provisions of this Article.

Article 5 6 – Administration

Section 1. General Provisions

5 6.1.1 Landscape Administrator

The administration and enforcement of this Ordinance shall be the responsibility of the Lexington County Landscape Administrator.

a. Duties

1. Administer and enforce all applicable provisions of this Ordinance.
2. Administer and enforce the actions of the Board of Zoning Appeals as related to this Ordinance.
3. Attend all meetings of the Board of Zoning Appeals related to this Ordinance.
4. Maintain current and permanent records relative to the adoption, amendment, administration, and enforcement of this Ordinance.
5. Provide information to the public on all matters relating to this Ordinance.

b. The Landscape Administrator, or persons engaged by him to perform tests or any other duties, may enter upon any land within the jurisdiction of this Ordinance and make examinations and surveys. They may also place or remove public notices as required by these regulations. However, there shall be no right of entry into any building without the consent of the owner.

5 6.1.2 Site Plan Review

Buildings, structures, or activities within the unincorporated area of the County which fall under the provisions of this ordinance must submit a site plan for review and approval prior to construction or development. The site plan should include information and exhibits as deemed necessary to determine that the proposed development of the property complies with this Ordinance. The Landscape Administrator may alter those requirements in order to avoid the submission of either unnecessary or inadequate information.

5 6.1.3 Compliance

No building, structure, or activity for which a landscape review shall be completed shall be used or occupied until the Landscape Administrator has indicated that compliance has been made with all applicable provisions of this Ordinance.

5 6.1.4 Fees

A fee established by County Council shall be assessed for every site plan reviewed for compliance with the provisions of this Ordinance. This fee shall be paid to Lexington County before or upon the issuance of any plan approvals, except when deemed unnecessary by the Landscape Administrator for purposes of enforcement of this Ordinance.

Section 2. Variances and Appeals

- 5 6.2.1** The Lexington County Board of Zoning Appeals shall serve as the appeal body for any variance requests or appeals sought under the provisions of this Ordinance.
- 5 6.2.2** A written application for a variance or appeal shall be filed with the Landscape Administrator by the property owner or his designated agent or the aggrieved party. Copies of the application shall be transmitted to members of the Board. A fee established by County Council shall accompany every application.
- 5 6.2.3** Procedures governing the Board of Zoning Appeals shall be as determined in the Lexington County Zoning Ordinance.
- 5 6.2.4** The County shall have the option of having its own independent expert(s) review materials submitted by the applicant and advise the Board in its deliberations.

Section 3. Amendments

5 6.3.1 Purpose

The Lexington County Council may, from time to time, amend the text of this Ordinance in the manner set forth below, where it is alleged that there was an error in the original Landscape Ordinance, where conditions have changed so as to warrant a change in landscape requirements, or where in the opinion of the Lexington County Council, such change shall serve to promote the public health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of Lexington County.

5 6.3.2 Procedures

Amendments to this Ordinance may be proposed by the Lexington County Council, the Lexington County Planning Commission, or by an interested party.

- a. An application for amendment shall be filed with the Landscape Administrator.
- b. These regulations may be amended after notice and public hearing in the same manner as prescribed by law for their original adoption.

5 6.3.3 Extent of Amendment Granted

The County Council may grant a more restrictive landscape amendment, but not a less restrictive amendment, than formally requested by the applicant.

5 6.3.4 Enactment

Upon enactment of an amendment by County Council, the Landscape Administrator shall immediately cause said amendment to be inserted into the text of the Ordinance.

Section 4. Enforcement

5 6.4.1 Violations

Wherever the Landscape Administrator, or his authorized representative, finds a violation of this Ordinance, he shall direct compliance as he deems necessary, to include the issuance of verbal and/or written compliance orders. Additional enforcement actions may include the following:

- a. The revocation of any site plan approvals issued;
- b. The withholding of any related permits, plats, inspections, or other permissions, approvals, or privileges authorized by any County ordinances; or
- c. Redress through legal action as described in the following Section.

5 6.4.2 Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances) shall constitute a misdemeanor. Any person, firm, or corporation who violates this Ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than the maximum allowable penalty under the jurisdiction of the Magistrate's Court. Each day such violation continues shall be considered a separate offense. The owner or tenant of any building, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties provided for herein.

Notice of violation shall be sufficient if directed to the owner or the agent of the owner and left at his known place of residence or place of business.

The Landscape Administrator or other appropriate County official may also seek injunctive relief or any other appropriate action in courts of competent jurisdiction to enforce the provisions of this Ordinance.

5 6.4.3 Liability

Any Board member, the Landscape Administrator, or other employee charged with the enforcement of this Ordinance, acting for Lexington County in the discharge of his duties, shall not thereby render himself liable personally. He is hereby relieved from all personal liability and shall be held harmless by Lexington County of any damage that may accrue to persons or property as a result of any act required or permitted in the proper discharge of his duties. Any suit brought against a Board Member, the Landscape Administrator, or employee charged with the enforcement of this Ordinance because of such act performed by him in the enforcement of any provision of this Ordinance shall be defended by legal representatives furnished by Lexington County until the final termination of such proceedings.

Section 5. Legal Status

5 6.5.1 Conflict with Other Laws

Whenever the provisions of the Ordinance impose regulations that are in conflict with those of other County ordinances, other governmental agencies, or privately executed restriction, the more restrictive regulations shall apply. The same shall be true if there is a conflict between provisions within the body of this Ordinance.

5 6.5.2 Separability

Should any article, section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any other article, section, clause, or provision of this Ordinance.

Appendix

This Landscape Ordinance was created by Lexington County with a focus on the preservation or planting of trees for shade, erosion control, and transition between land uses, while balancing the needs and demands of a quickly developing community.

The selection of trees to be planted to meet the specific requirements of this ordinance should be limited to native species, in order to help assure hardy and mature growth. In order to limit the potential for maintenance problems and poor growth, hybrids, non-native species, and aggressive or invasive species should be avoided, as well as species outside their normal range.

Trophy Trees

The Ordinance describes the category of trophy trees as those trees that are significant by their size and type and as such should be preserved wherever possible. Guidelines detailed within the Ordinance address the circumstances in which preservation of trophy trees is not feasible. The specifications for determining trophy trees are as follows:

Hardwoods Canopy Trees, except: sweet-gum yellow poplar	>24"D.B.H.
Pines	≥30"D.B.H.
Understory Trees	>12"D.B.H.

The specifications for trophy trees may be revised by staff upon direction by Lexington County Council as part of a regularly scheduled meeting.

Additional Resources

The following is a list of resources for information on proper planting and maintenance:

SC Forestry Commission
P.O. Box 21707
Columbia, SC 29221-1707

Clemson Extension Service
Lexington County Office
605 West Main Street, Suite 109
Lexington, SC 29072

SC Forestry Association
P.O. Box 21303
Columbia, SC 29221

Scenic Corridors

The Scenic Corridor designation can only apply to roads that are located in the portions of Lexington County where the provisions of Article 3, Section 7, of the Landscape and Open Space Ordinance apply. The following are the roadways which are designated as Scenic Corridors in accordance with Article 3, Section 7:

Scenic Corridor 1's

Arterials: Corley Mill Road
Bush River Road (from Lake Murray Boulevard to the CSX Railroad spur)
Cromer Road (from Sunset Boulevard to Oak Drive)
Mineral Springs Road
Bradley Drive

Collectors: Saint Davids Church Road (from Brandley Drive to Kitti Wake Drive)
Barr Road (from Wildlife Road to Pisgah Church Road)
Cedar Road
Cromer Road (from Oak Drive to Mineral Springs Road)
Wildlife Road
Branham Branch Road
Hydrick Road
Poole's Mill Road (south of Johnson King Road)
Samaria Highway (south of Interstate 20)
Swamp Rabbit Road

Locals: Bayonet Road
Beaver Creek Road
Cane Break Road
Creek Ranch Road
Farm Road
Justice Road
Kudzu Road
Palomino Road
Sardis Church Road
Strickland Road
T A Fore Road
Union Church Road
Utopia School Road
Wildwood Circle
Wildwood Road
Wildwood Road Extension

Scenic Corridor 2's

Arterials: Bush River Road (from the CSX Railroad spur to St. Andrews Road)
Columbia Avenue (Chapin area)
Chapin Road
North Lake Drive (from Lake Murray Boulevard to the County Line)
Oak Drive
Emanuel Church Road (from Two Notch Road to Kitti Wake Drive)
Old Barnwell Road (from South Lake Drive to Old Orangeburg Road)
Platt Springs Road (from South Lake Drive to Boiling Springs Road)
Calks Ferry Road
Barr Road (West Main Street to Wildlife Road)
Pisgah Church Road
Longs Pond Road (from Southbrook Way to Nazareth Road)

Nazareth Road
Charleston Highway (from Cayce to County line)
Edmund Highway (from South Congaree to Council District line)
Fish Hatchery Road (from Pine Ridge to Council District line)
Glenn Road (from Fish Hatchery Road to Highway 321)
Highway 321 (from Charleston Highway to Council District line)
Pine Ridge Drive (from Pine Ridge to Charleston Highway)

Collectors: Amicks Ferry Road
Saint Peters Church Road (Chapin area)
Dreher Island Road
Long Pine Road
Peak Street
Old Lexington Highway
Sid Bickley Road
Wessinger Road
Kitti Wake Drive
Sausage Lane
Laurel Road
Maple Road
Jessamine Road
Woodberry Road
Shirway Road
Steele Road
Shelton Road
Mac Circle (Collector portion)
Happy Ridge Drive
Sherwood Drive
Kyzer Road
McCartha Road
Rawl Road
Fox Branch Road
Smith Pond Road
Pilgrim Church Road
Old Cherokee Road (from South Lake Drive to Beechwoods Drive)
Wise Ferry Road
Beech Creek Road
Hope Ferry Road
Mill Stream Road
Midway Road
Andrew Corley Road
Old Chapin Road
Beechcreek Road
St. Peters Road
Beechwoods Drive
Charter Oak Road

Scenic Corridor 3's

Arterials: North Lake Drive (from Lake Murray to US Highway #378)
Lake Murray Boulevard
Piney Grove Road
Saint Andrews Road
Bush River Road (from Saint Andrews Road to the County line)
Sunset Boulevard
Leaphart Road

Old Barnwell Road
Platt Springs Road
Emanuel Church Road (from Kitti Wake Drive to South Congaree)
Two Notch Road
South Lake Drive
West Main Street (Lexington area)
Augusta Highway (from West Main Street to Calks Ferry Road)
Highway #378 (from West Main Street to first Lake Murray Bridge)
Augusta Highway (from Calks Ferry Road to Priceville Road)
Edmund Highway (from Council District line to southern 6/302 split)
Fish Hatchery Road (from Council District line to Meadowfield Road)
Highway 321 (from Council District line to Gaston)
Highway 378 (from first Lake Murray Bridge to Second Lake Murray Bridge)
Pond Branch Road (from Boiling Springs Road to Calks Ferry Road)

Collectors: All Collector Streets that have at least 50% of the roadway located in Restrictive Development Districts as designated by the Lexington County Zoning Ordinance. A Collector Street that is totally contained within an Intensive Development District is not included in this designation.

Locals: All Local Streets located in Restrictive Development Districts as designated by the Lexington County Zoning Ordinance.

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 09-02

AN ORDINANCE APPROVING THE CONVEYANCE OF REAL ESTATE FROM THE COUNTY OF LEXINGTON TO JOHN J. MILLER.

WHEREAS, the County of Lexington (hereinafter “the County”) is the owner of the property located in the County of Lexington containing 1.14 acres and having the address of 145 Middlefield Road, Chapin, South Carolina; and

WHEREAS, the County no longer has a need for the subject property; and

WHEREAS, the County has received an offer from John J. Miller to purchase the subject property at fair market value; and

WHEREAS, the County of Lexington deems it to be in the public’s best interest to sell the subject property to John J. Miller;

NOW, THEREFORE, pursuant to the authority granted by South Carolina Code § 6-25-128, be it ordained and enacted by the Lexington County Council as follows:

Section 1. The Lexington County Council hereby approves the Contract of Sale attached hereto as Exhibit A and the conveyance of the property described therein to John J. Miller.

Section 2. The Chairman of the Lexington County Council is authorized and directed to execute and deliver a Deed and the Chairman or County Administrator is authorized to execute any other closing documents necessary to complete the sale of the property described in the Contract of Sale attached hereto as Exhibit A to John J. Miller.

Enacted this _____ day of _____, 2009.

Debra B. Summers, Chairman

ATTEST:

_____, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

RECEIVED BY
PROCUREMENT SERVICES
2008 DEC 23 AM 11:00

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CONTRACT OF SALE

AGREEMENT made this _____ day of _____, 2008, by and between **John J. Miller** (hereinafter referred to as "Purchaser") and **County of Lexington, South Carolina** (hereinafter referred to as "Seller"):

1. OFFER AND DESCRIPTION. Purchaser agrees to buy and Seller agrees to sell all that certain piece, parcel or lot of land, situated in the County of Lexington, State of South Carolina, more particularly described as follows:

That certain piece, parcel or lot of land, containing 1.14 acres, more or less, as shown on Plat prepared for County of Lexington by Don H. Rumbaugh, dated the ___ day of _____, 2008, a copy of which is attached hereto and made a part hereof. Said property being known as 145 Middlefield Road, Chapin, South Carolina. Seller specifically reserves a 24-foot wide storm drainage easement on the subject property as shown on the referenced Plat.

TMS # 000600-06-081

This sale is being made and the conveyance of title is to be made subject to all covenants of record including but not limited to easements and restrictions of record (provided such covenants do not make the title unmarketable) and to all applicable governmental statutes, ordinances, rules and regulations.

2. CONSIDERATION. The purchase price for the real property above described is Twenty Thousand One Hundred and no/100 (\$20,100.00) Dollars, payable at closing.

3. DATE OF CLOSING. The closing date for this transaction shall be within thirty (30) days from the date Seller obtains approval from the Lexington County Council to sell the subject property to the Purchaser.

4. OFFER TO PURCHASE TO REMAIN OPEN. The parties hereto agree that the offer to purchase the subject property shall remain open for a period of ninety (90) days following the execution of this Contract of Sale by the Purchaser in order to allow the Seller sufficient time to proceed with its legally required process of selling property. The Purchaser understands that the Seller must follow statutory procedures to approve and execute this Contract. Therefore, Purchaser shall not revoke this offer to purchase until Seller has had opportunity and time to follow this procedure, which shall be no later than sixty (60) days after execution by Purchaser.

5. CLOSING COSTS. It is understood and agreed that the Purchaser will pay for deed stamps and any and all other closing costs connected with the closing of this transaction.

6. CONDITION OF PROPERTY. Seller represents that it is not aware of and has not caused to be put any hazardous substances on or in the groundwater of the subject property. "Hazardous substances" is defined as any substances on the list of hazardous substances by DHEC. The property is sold in "as is" condition.

7. CONVEYANCE. The Seller agrees to convey by marketable title and deliver a proper limited warranty deed, free of encumbrances, except as stated herein, upon completion of this Contract. In the event marketable title cannot be given, Seller shall have no obligation to cure such defect, the Contract shall be voided, and Purchaser shall be refunded any earnest money paid. Purchaser shall be responsible for any costs that Purchaser may have incurred.

8. DEFAULT. In the event the Purchaser fails or defaults, then any sums paid by it under this Contract shall remain the property of the Seller, and Seller may pursue any

available legal remedies. In the event of default by Seller, Purchaser may pursue any remedy available at law or in equity except as otherwise provided herein in the event of a title defect.

In the event litigation is commenced to enforce any rights under this agreement or to pursue any other remedy available to either party, all reasonable legal expenses and other direct costs of litigation of the prevailing party shall be paid by the other party.

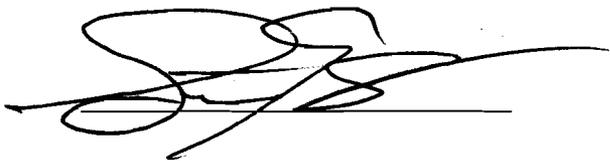
9. BROKERAGE COMMISSION. There are no brokers involved in this transaction.

10. SURVIVAL. The terms of this Contract shall survive the closing.

11. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.

WITNESS the hands and seals of the Seller and Purchaser this _____ day of _____, 2008.

WITNESSES:



As to Purchaser

PURCHASER:


John J. Miller

SELLER:

County of Lexington, South Carolina

By: _____

Name: _____

Title: _____

As to Seller



N/F WHALEY, CYNTHIA M
TMS# 000600-06-139
PLAT 287-147

N/F MAYERS, JAMES M
TMS# 000600-06-063
PLAT 187G-849

N/F MAYERS, LADELL W TRUSTEE
TMS# 000600-06-012
PLAT 265-48

N/F SWITTENBURG, PAULA Q (NOW DUDLEY)
TMS# 000600-06-137
SL-440-8B

N/F COUNTY OF LEXINGTON
PLAT 200G-827

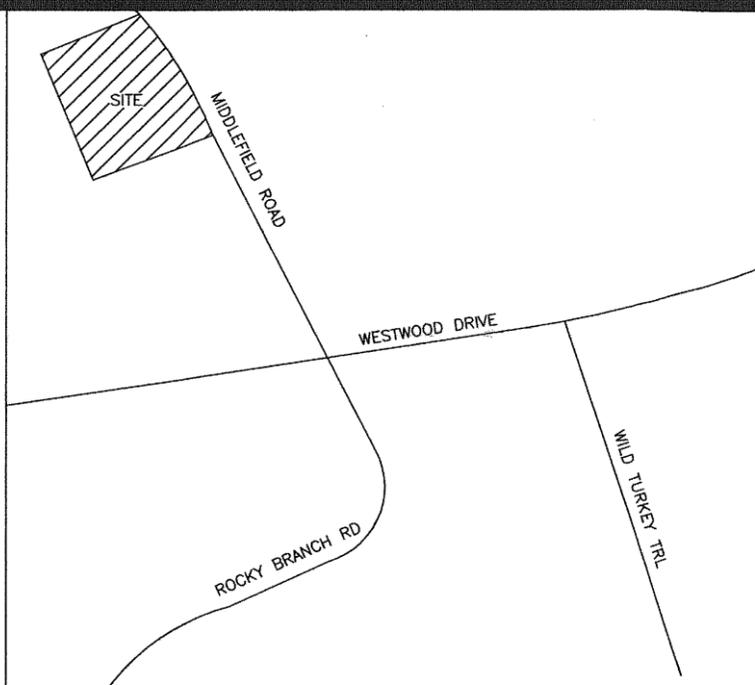
1.14 ACRES

NEW PK NAIL IN DRIVEWAY

24' LEX. COUNTY STORM DRAIN EASEMENT

MIDDLEFIELD ROAD
50' R/W
(County Maintained Paved Rd)

±822' TO WESTWOODS DR. →



LOCATION MAP
SCALE 1" = 600'

SOUTH CAROLINA
LEXINGTON COUNTY
--SURVEY FOR--
COUNTY OF LEXINGTON

LOCATED APPROXIMATELY 1.6 MILES WEST OF THE TOWN OF CHAPIN
THIS TRACT BEING LEXINGTON COUNTY TAX MAP # 000600-06-081
I hereby state that to the best of my knowledge, information, and belief the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina and Meets or exceeds the requirements for a class A survey as specified therein.



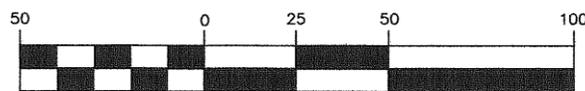
DONALD H. RUMBAUGH PLS# 10888

DRAWN BY: PD DATE: 10-30-2008

LEXINGTON COUNTY
PUBLIC WORKS
ENGINEERING DIVISION

440 BALL PARK ROAD
LEXINGTON, SOUTH CAROLINA 29072
(803) 785-8201

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

NOTES

1. IO= IRON FOUND
2. CT= CRIMP TOP IRON
3. OP= OPEN PIPE FOUND
4. IN= NEW IRON SET USING #5 REBAR

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 09-03

AN ORDINANCE TO AMEND THE LEXINGTON COUNTY WRECKER AND TOWING SERVICES ORDINANCE.

WHEREAS, the County of Lexington currently has an extensive Ordinance regulating wrecker and towing Services for accidents and disabled vehicles; and

WHEREAS, it is the desire of County Council to simplify the Ordinance by deleting sections of the Ordinance that are more properly covered in the grant of a wrecker franchise and/or agreement with the wrecker services.

NOW THEREFORE, be it ordained and enacted by Lexington County Council that the Lexington County Wrecker and Towing Services Ordinance shall be amended as follows:

Section 1. Sections 70-36, 70-37, 70-38, 70-39, 70-40, 70-41, 70-43, 70-44, and 70-45, 70-46, 70-47, and 70-48 are hereby repealed.

Section 2. Section 70-42 is hereby re-numbered as 70-36 and shall read as follows: Approved applicants shall enter into agreements with the County executed by the Procurement Manager, subject to suspension or termination upon violations of any provisions of this Ordinance or any provision of the franchise and/or agreement with the wrecker and towing service.

Section 3. Section 70-32 is hereby amended by deleting the words “the county dispatcher” and adding the words “county dispatch” in their place.

Section 4. Section 70-33 is hereby amended to delete the words “the county dispatcher” and adding the words “county dispatch” in their place.

Section 5. Section 70-34 is hereby amended to delete the word “bridges” and adding the word “bridge” in its place; and delete the word “highways” and add the word “highway.”

Section 6. All remaining provisions of the Wrecker and Towing Services Ordinance shall remain as currently stated.

Section 7. The amendments to the subject Ordinance as set forth above are shown on the attachment hereto as Exhibit A and made a part hereof.

Section 8. The ordinance shall be effective upon its enactment.

Enacted this _____ day of _____, 2009.

Debra B. Summers
Chairman, Lexington County Council

ATTEST:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development
County Administration Building, 4th Floor
212 South Lake Drive, Suite 401, Lexington, SC 29072
(803)785-8121

ZONING TEXT AMENDMENT APPLICATION # **T08-12**

Section(s) of the Zoning Ordinance that are affected:

ARTICLE 12 - ADMINISTRATION, Chapter 3 - Amendments, Section 123.13 - Public Hearing

Reason for the request: To replicate the authority granted by the South Carolina Code of Laws, Section 6-29-760.

Submitted on behalf of: County Council Planning Commission

Printed Name: Charles M. Compton Title: Planning & GIS Director

Signature: Signature on File

11/24/2008	Application Received	1/08/09	Newspaper Advertisement
	Planning Commission		

Planning Commission Recommendation: _____

12/09/08	First Reading	1/27/09	Public Hearing	Second Reading	Third Reading
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Results: _____

Chapter 3. Amendments

123.00 Purpose

The Lexington County Council may, from time to time, amend the text of this Ordinance or the Zoning Maps which are a part of this Ordinance in the manner set forth below, where it is alleged that there was an error in the original Zoning Ordinance, where conditions have changed so as to warrant a change in zoning, or where in the opinion of the Lexington County Council such change shall serve to promote the public health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of Lexington County.

123.10 Procedures

Map or text amendments may be proposed by the Lexington County Council or the Lexington County Planning Commission. Property owners may request map amendments, but only for a change in the district classification of their property or for a change in the classification of the street that directly accesses their property. If another person or entity is representing the property owner(s) in the amendment request, a letter of agency must be submitted with the application.

123.11 Application for Amendment

An application for amendment shall be filed with the Zoning Administrator, who shall transmit copies thereof to the Planning Commission and to County Council. A fee established by County Council shall accompany every application for an amendment.

123.12 Review by the Planning Commission

The Lexington County Planning Commission shall review and make recommendations to the County Council on proposed amendments to this Ordinance. The Commission shall make such recommendation within 30 days of the receipt of the application. Upon the expiration of the 30-day time limit, if the Planning Commission has not made a recommendation, the County Council may proceed to act as it deems proper.

123.13 Public Hearing

A public hearing shall be held by the County Council ~~on all proposed amendments to this Ordinance.~~ **before enacting or amending any zoning regulations or maps.** Notices of such shall be handled as follows:

- a. The Zoning Administrator shall give notice in a newspaper of general circulation in Lexington County at least 15 days prior to the public hearing. If the proposed amendment is to the Zoning Maps, the notice shall specify the location, current zoning, and proposed zoning of the property involved.
- b. At least 15 days prior to the public hearing, the Zoning Administrator shall cause at least one sign, not less than four square feet, to be posted on the property in question (if the application is a proposed map amendment). This sign shall contain the nature of the requested change and the time, date, and place of the public hearing, and shall be located so that it is visible from each public thoroughfare that abuts the property.
- c. Prior to the public hearing before County Council, the adjacent property owners (if the application is a proposed map amendment) shall be notified by the Zoning Administrator of the proposed amendment and the time, date, and place of the public hearing.

123.20 Extent of Amendment Granted

The County Council may grant a more restrictive zoning amendment, but not a less restrictive zoning amendment, than formally requested by the applicant.

123.30 Enactment

Upon enactment of an amendment by County Council, the Zoning Administrator shall immediately cause said amendment to be placed upon the Zoning Maps or inserted into the text of the Ordinance.

123.40 Resubmittal of Amendments

A map amendment request, which has been denied for the same property or substantially the same property, shall not be resubmitted within 12 months in the same form as previously submitted. The twelve months shall be measured from the date of the application. This shall not prohibit resubmittal if new facts are uncovered.